FILED

NOV - 7 1969

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-208

WHEREAS, the Yolo County Board of Supervisors on October 7, 1968, executed an agreement with the Southern Pacific Company for the installation of railroad crossing protection work at County Road 29 and SPRR Crossing No. AE-78.9; and

WHEREAS, the Counties share of the cost of this work is estimated at $5,958.72; and

WHEREAS, under the Statutes of 1953, Chapter 1739, 50% of this sum is reimbursable to the county from the crossing protection fund; and

NOW THEREFORE BE IT RESOLVED, that the Director of Public Works be instructed to file the necessary application for the allocation of funds; and

BE IT FURTHER RESOLVED, that this Board declares and holds the State of California free from any or all damages which might result from the construction of this project and maintenance and operation of same.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the 3rd day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Deputy
(Seal)

APPROVED AS TO FORM:

CHARLES R. MACK
County Counsel

FILED

NOV - 7 1969

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS Deputy

RESOLUTION NO. 69-209

WHEREAS, the Yolo County Board of Supervisors on October 7, 1968, executed an agreement with the Southern Pacific Company for the installation of railroad crossing protection work at County Road 25A and SPRR Crossing No. AE-82.5; and

WHEREAS, the Counties share of the cost of this work is estimated at $6,423.22; and

WHEREAS, under the Statutes of 1953, Chapter 1739, 50% of this sum is reimbursable to the county from the crossing protection fund; and

NOW THEREFORE BE IT RESOLVED, that the Director of Public Works be instructed to file the necessary application for the allocation of funds; and

BE IT FURTHER RESOLVED, that this Board declares and holds the State of California free from any or all damages which might result from the construction of this project and maintenance and operation of same.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the 3rd day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

By _____ Deputy
(Seal)

APPROVED AS TO FORM:

CHARLES R. MACK
County Counsel

FILED

NOV - 7 1969

LAURENCE P HENIGAN Clerk

By BARBARA A. RODGERS

Deputy

RESOLUTION NO. 69-210

(Parking Regulations - Anna Street, Broderick)

WHEREAS, Section 22507 of the Vehicle Code of the State of California authorizes restriction of parking or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day, and;

WHEREAS, Yolo County Ordinance No. 361 provides for establishment of No Parking areas, and;

WHEREAS, the Director of Public Works has made a recommendation to this Board recommending restricted parking at the location designated herein.

NOW, THEREFORE, BE IT RESOLVED AND DECLARED that No Parking shall be permitted as provided in Section 2 of said Ordinance No. 361 at the following location and subject to the regulations in Section 21458 of the Vehicle Code of the State of California:

On North Side of Anna Street between the School crosswalk parallel to the East extension of Arthur Drive to the School Crosswalk parallel to the West extension of Fourness Drive.

PASSED, APPROVED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on this 3rd day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Lois E. Lucas Deputy
(Seal)

APPROVED AS TO FORM:

CHARLES R. MACK
County Counsel

FILED

NOV 10 1969

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS, Deputy

RESOLUTION NO. 69-211

(Resolution Declaring "Weimar Medical Center Golden Anniversary Day)

WHEREAS, November 19, 1969, marks the fiftieth anniversary of the founding of Weimar Sanatorium by 13 Counties of Northern California; and

WHEREAS, Weimar has through these past 50 years served well the needs of the people of these Counties and has changed its scope of services as the needs have changed until it is now known as Weimar Medical Center; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Yolo County does herein extend its best wishes to Weimar Medical Center and its employees and concure in the declaration of Wednesday, November 19, 1969, as "Weimar Medical Center Golden Anniversary Day"; and

BE IT FURTHER RESOLVED that the Clerk of this Board send certified copies of this resolution to the Weimar Medical Center and the Board of Supervisors of the County of Placer.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 10th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

FILED

NOV 10 1969

LAURENCE P. HENIGAN, Clerk

By Barbara A Bolzen

RESOLUTION NO. 69- 212

WHEREAS, death has taken WILLIAM G. STONE who served as the first Port Director of the Port of Sacramento for a period of over sixteen years; and

WHEREAS, WILLIAM G. STONE spent the greater part of his working life actively working for the creation of the Port of Sacramento; and

WHEREAS, WILLIAM G. STONE was held in exceptionally high esteem by all who knew him for his integrity and dedication; and

WHEREAS, the said Port of Sacramento project includes a navigation lock which does not bear an official name,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yolo wishing to memorialize the efforts of WILLIAM G. STONE, does respectfully join the Sacramento-Yolo Port District in urging that said lock be officially named the WILLIAM G. STONE NAVIGATION LOCK, and

BE IT FURTHER RESOLVED that copies of this resolution be furnished to United States Senators George Murphy and Alan Cranston and to Congressmen John E. Moss, Harold T. Johnson, and Robert L. Leggett requesting their assistance and support in this effort, and that a copy of this resolution be furnished to the Sacramento-Yolo Port District.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 10th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

ATTEST:
LAURENCE P. HENIGAN, CLERK

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

BY Pete E. Lucas DEPUTY

(SEAL)

FILED
NOV 12 1969
LAURENCE P. PENIGAN, Clerk
By BARBARA A. ROSSI
Deputy

RESOLUTION NO. 69- 213

WHEREAS, the CITY OF WOODLAND has requested an easement to construct and maintain underground pipelines and/or mains for water lines upon land owned by the COUNTY OF YOLO which is described as follows:

> That real property in the name of the County of Yolo and shown on the record of Survey Map filed in Book 9 of Maps and Surveys at page 41 of Yolo County Records; and excepting therefrom that property in the name of the City of Woodland and shown on the Record of Survey Map filed in Book 9 of Maps and Surveys at page 107 of Yolo County Records.

WHEREAS, it is in the best interest of the COUNTY OF YOLO to enter into an easement agreement respecting their rights and duties if such an easement is granted in the form as that agreement attached hereto marked "Agreement No. 69-221"; and

WHEREAS, the real property described in said attached agreement is not required for county use; and

WHEREAS, this Board of Supervisors has caused notice of this intended action to be published pursuant to Government Code Section 6061 at least one week prior to this resolution in a newspaper of general circulation published in this County; and

WHEREAS, the Board of Supervisors of Yolo County finds that such an easement would be beneficial to the County of Yolo.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AND FOUND that each of the foregoing recitals is true and correct and that the Chairman of the Board of Supervisors is hereby authorized and directed to execute an easement agreement in the form as that agreement attached hereto marked "Agreement No. 69-221" on behalf of the County of Yolo and the Clerk of the Board of Supervisors is directed to record said easement agreement together with this resolution in the Official Records of the County Recorder of Yolo County when said agreement has been executed on behalf of the

City of Woodland.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 10th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

FILED

NOV 14 1969

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers

RESOLUTION NO. 69-214

(Authorizing Stop Sign on Road 87B at Road 23)

WHEREAS, Sections 21101, 21351, 21354, and 21355 of the Vehicle Code of the State of California authorizes the designation of any intersection as a stop intersection requiring all vehicles to stop at one or more entrances to said intersection.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED that the intersection of Roads 87B and 23 is hereby designated a stop intersection and that all northbound traffic on Road 87B is hereby required to stop at the entrance to said intersection, and that the Director of Public Works is hereby directed to install a stop sign on Road 87B facing northbound traffic at its intersection with Road 23.

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the 10th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

Arthur H. Edmonds

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Duncan Deputy
(Seal)

APPROVED AS TO FORM:

County Counsel

FILED

NOV 14 1969

LAURENCE P. HENIGAN, Clerk

By Deborah A. Bolgan
Deputy

RESOLUTION NO. 69-215

(Authorizing 4-Way Stop at County Road No. 31 and County Road No. 102)

WHEREAS, Sections 21101, 21351, 21354, and 21355 of the Vehicle Code of the State of California authorizes the designation of any intersection as a stop intersection requiring all vehicles to stop at one or more entrances to said intersection.

WHEREAS, stop signs are presently located facing northbound and southbound traffic on Road 102 at its intersection with Road 31.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED that the intersection of Roads 102 and 31 is hereby designated a stop intersection and that all eastbound and westbound traffic on Road 31 is hereby required to stop at the entrance to said intersection and that the Director of Public Works is hereby directed to install stop signs on Road 31 facing eastbound and westbound traffic at its intersection with Road 102.

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the 10th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Thos. E. Duncan DEPUTY
(Seal)

APPROVED AS TO FORM:

County Counsel

FILED
NOV 14 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-216

(Resolution of Intention to Establish a County Service Area)

WHEREAS, pursuant to Title 3, Division 2, Part 2, Chapter 2.2 of the Government Code of the State of California, a request for institution of proceedings for the establishment of a county service area was presented to this Board; and

WHEREAS, in accordance with Section 25210.13 of the Government Code, said request was approved by the Yolo County Local Agency Formation Commission on October 6, 1969; and

WHEREAS, pursuant to Section 25210.11 and in consideration of said request this Board of Supervisors wishes to initiate proceedings for the establishment of a county service area;

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED AND FOUND:

1. That a county service area is proposed to be established under the terms of the aforesaid chapter in the unincorporated area of Yolo County; the boundary lines of the territories proposed for inclusion in the area are as set forth in Exhibit "A" attached hereto and made a part hereof.

2. That the name proposed for said county service area is: PORT CENTER COUNTY SERVICE AREA.

3. That no extended services are already provided in this area.

4. That the type of extended county service proposed to be provided in this area is: landscape maintenance within dedicated rights of way.

5. That, except where funds are otherwise available from service charges collected pursuant to Section 25210.77a, a tax sufficient to pay for all such services which are furnished on an extended basis will be annually levied upon all taxable property within such area.

6. That on the 15th day of December, 1969, at 11:00

o'clock A. M., a public hearing will be held in the Board of Supervisors' Chambers, Yolo County Courthouse, on the establishment of said area.

7. That notice of such public hearing be published pursuant to Government Code Section 6061 in THE EAST YOLO RECORD, a newspaper of general circulation published within the County.

PASSED AND ADOPTED this 10th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

All that certain property situate in the County of Yolo, State of California, more particularly described as follows:

Beginning at the 2" iron pipe marking the Southwest corner of the West line of Swamp Land Survey #247 of the County of Yolo, thence from said point of beginning N 0°29'03" W 342.51 feet to the Southerly line of U.S. Highway Interstate No. 80; thence S 89°56'40" E 1,623.91 feet; thence S 85°04'11" E 239.27 feet; thence S 6°30'05" E 326.39 feet; thence S 8°14'44" E 252.98 feet; thence S 0°20'54" E 400.00 feet; thence N 88°44'28" E 50.99 feet to a point; thence along the centerline of Harbor Boulevard S 0°20'42" E 245.53 feet; thence along the arc of a curve to the right with a radius of 1,000 feet, a central angle of 40°04'00" for an arc length of 699.30 feet; thence S 39°43'18" W 32.35 feet to a point; thence leaving said centerline of said Harbor Boulevard N 50°16'42" W 2,101.25 feet to a point; thence along the arc of a curve to the left the tangent of which bears N 59°29'33" W at its intersection with the last described course, said curve having a radius of 1,550 feet, a central angle of 8°49'29", for an arc length of 238.73 feet to a point; thence N 38°02'45" E 152.39 feet to the above described point of beginning.

FILED
NOV 18 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-217

(Resolution of Intention to Dissolve Tax Assessment Zones of Oaks Lighting District)

WHEREAS, the Board of Supervisors on November 1st, 1965, adopted Resolution No. 65-220, Resolution annexing territories to the Oaks Lighting District; and

WHEREAS, said resolution divided said district into two tax assessment zones pursuant to § 5855 of the Streets & Highways Code; and

WHEREAS, there are no longer special services or special facilities in addition to those provided generally by the district or the replacement of obsolete equipment to require the existence of tax assessment zones; and

WHEREAS, it is proposed to dissolve the existing tax assessment zones of the Oaks Lighting District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo that the hour of 11:15 o'clock A. M., on December 15th, 1969, in the Chambers of the Board of Supervisors of the County of Yolo, Courthouse, Woodland, California, is fixed as the time and place for hearing upon the question of dissolution of Tax Assessment Zone I and Tax Assessment Zone II of the Oaks Lighting District.

BE IT FURTHER RESOLVED that the boundaries of said Zone I and said Zone II are as set forth in Exhibits "A" and "B" respectively, attached hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors be and hereby is instructed to post and publish in THE EAST YOLO RECORD, the newspaper of general circulation hereby found most likely to give notice of hearing to the inhabitants of said zones, a notice in the manner required by Section 5836 of the Streets and Highways Code.

PASSED AND ADOPTED by the Board of Supervisors of the Countyof Yolo, State of California, this 10th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E LOCAS DEPUTY

(SEAL)

EXHIBIT "A"

ZONE I

All of West Sacramento City Subdivision Units One and Two recorded in Map Book 3 at pages 8 thru 14 and Map Book 3 at page 84 and all of the Silva's Subdivision recorded in Map Book 4 at pages 68 and 69, more fully described as follows:

BEGINNING at the centerline intersection of Jefferson and Park Boulevards said point is on the East line of said Oaks Lighting District; THENCE southwesterly along said east line and the centerline of Park Boulevard and the extension thereof to the south line of Stone Boulevard; THENCE easterly along said south line to the northwest corner of Silva's Subdivision; THENCE southerly to the southwest corner of subdivision; THENCE easterly to the southeast corner of said subdivision; THENCE northerly to the northeast corner of said subdivision; said point being on the south line of said Stone Boulevard; THENCE easterly along said south line to the centerline of Jefferson Boulevard; THENCE northerly along said centerline to the point of beginning.

EXHIBIT "B"

THE OAKS LIGHTING MAINTENANCE DISTRICT OF YOLO COUNTY

ZONE II

BEGINNING at a point in the southerly right of way line of the West Sacramento Freeway, U. S. 99-W, 40 alternate; said point being also the northeast corner of the James Marshall High School property and running thence from said point of beginning, along the southerly line of said highway, on a curve to the left, radius of 5150 feet; a distance of 563.53 feet; thence continuing along said line on a curve to the left, radius of 7547 feet, a distance of 689.19 feet; thence continuing along said line N. 73° 19' 46" E., 172.20 feet; thence S. 83° 19' 50" E., 96.44 feet to a point in the west line of West Acre Road; thence N. 73° 18' 40" E., 62.64 feet to a point in the east line of said West Acre Road; thence continuing along the south line of said highway N. 42° 29' 17" E., 198.95 feet; thence N. 76° 10' 19" E., 495.50 feet; thence N. 73° 08' 34" E., 377.57 feet; thence S. 86° 13' 39" E., 280.59 feet; thence S. 20° 35' 33" E., 162.75 feet to the northeast corner of Westmore Subdivision, as shown on the official map of said subdivision, filed in Map Book 4, page 40 in the office of the Recorder of Yolo County; said point being also on the west line of Park Boulevard; thence S. 52° 54' 40" E., 50.0 feet to a point in the centerline of said Park Boulevard; thence S. 35° 17' 20" W., down and along the centerline of Park Boulevard, 6,455.0 feet more or less, to the intersection of said centerline with the centerline of the main drainage canal of Reclamation District No. 900; thence N. 0° 01' 55" E., up and along the centerline of said canal, being also the west line of the adjacent subdivision, a distance of 2751.00 feet more or less to the north west corner of lot 215, Westmore Oaks Unit 2, as shown on the map of said subdivision filed in Map Book 4, pages 74 and 75, in the office of the Recorder of Yolo County; thence N. 89° 58' 10" E., along the north line of lot 215, a distance of 162.6 feet to a point in the west line of Deerwood Street; thence N. 0° 01' 55" E., 30.0 feet to a point on the centerline of Grande Vista Avenue; thence N. 89° 58' 10" E., along said centerline 275.0 feet to the centerline of Clarendon Street, being also the southeast corner of the James Marshall High School property; thence N. 0° 01' 40" E., up and along the centerline of Clarendon Street and along the east line of

said school property, 1238.0 feet, more or less, to the centerline of Norfolk Avenue, Westmore Oaks Unit 3, as shown on the official map of said subdivision filed in Map Book 4, pages 80 and 81, in the office of the Recorder of Yolo County; thence N. 84° 29' 45" E., 30.14 fe thence N. 0° 01' 40" E., 135.09 feet to the Point of Beginning.

The above described area includes Westmore Oaks Unit 1, 2, and 3, Westmore Subdivision, Westmore Unit 2, Lakewood Unit 1 and 2, West Sacramento City Unit 3, Hughes Property, Westmore Oaks School and the Oaks Subdivision.

RES. 62-33 MARCH,15,1962.

FILED
NOV 20 1969
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

RESOLUTION NO. 69- 218

(Resolution confirming the order of reorganization, dissolving the Esparto Sanitary District and the Yolo County Waterworks District No. 1, and forming the ESPARTO COMMUNITY SERVICES DISTRICT)

WHEREAS, this Board of Supervisors on August 18, 1969, adopted Resolution No. 69-137 which approved, and ordered a reorganization subject to confirmation by the voters upon the question thereof; and

WHEREAS, said reorganization included the formation of the ESPARTO COMMUNITY SERVICES DISTRICT to exercise its powers for the following purposes:

A. To supply the inhabitants with water for domestic use, irrigation, sanitation, industrial use, fire protection, and recreation; and

B. The collection, treatment or disposal of sewage and waste of the district and its inhabitants;

and

WHEREAS, said resolution called and provided for an election to be held and conducted within the entire territory of the Esparto Sanitary District, Yolo County Waterworks District No. 1 and the proposed ESPARTO COMMUNITY SERVICES DISTRICT to submit to the voters thereof in accordance with the provisions of the District Reorganization Act of 1965 and the Community Services District Act the following question:

"Shall the order adopted on August 11th, 1969, by the Board of Supervisors of the County of Yolo, ordering a reorganization dissolving the Esparto Sanitary District and Yolo County Waterworks District No. 1, and ordering the formation of a new district under the provisions of Community Services District Law, be confirmed, subject to the terms and conditions specified in said order?";

and

WHEREAS, notice of the election was given by the County Clerk by publication in the manner required by law in a newspaper of general circulation containing the date of the special district election; and

WHEREAS, said election has been conducted and canvassed by the County Clerk of the County of Yolo; and

WHEREAS, this Board on November 17, 1969, did canvass the vote of said election; and

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. That the recitals hereinabove contained are true;

2. That on the 12th day of November, 1969, on the 13th day after said election (not a legal holiday), at the time and place fixed by law, this Board proceeded with the public canvass of said election, and did verify the precinct returns by comparing the total number of the votes shown on the tally list of the precinct with the total number of ballots cast in the precinct shown on the roster of voters;

3. That all votes cast were those of electors of the territory common to both the major and minor districts. The total number of ballots cast in said district, the total number of votes given in said district for and against the measure are as shown below:

	Total	Votes Cast	Yes	No
Precinct A	324	98	92	6
Absentee		1	1	0
Total Vote		99	93	6

4. A majority of the votes cast within both the major district and the minor district at the special election are in favor of confirming the order of

reorganization ;

5. That said order of reorganization is hereby confirmed;

6. That the names of each district for which a change of organization was ordered are:

Esparto Sanitary district,

Yolo County Waterworks District No. 1, and

ESPARTO COMMUNITY SERVICES DISTRICT;

7. That the name of the County within which all said districts are located is the County of Yolo;

8. That the type of change of organization ordered for each such district is as follows:

a) Esparto Sanitary District: Dissolution

b) Yolo County Waterworks District No. 1: Dissolution

c) ESPARTO COMMUNITY SERVICES DISTRICT: Formation;

9. That a description of the boundaries of the district ordered to be formed, ESPARTO COMMUNITY SERVICES DISTRICT, is set forth in Exhibit "A" attached hereto which is incorporated by reference herein;

10. That the terms and conditions of the reorganization are as follows:

a) Neither of the districts are dissolved unless both are dissolved.

b) Neither district is dissolved until the community services district is formed.

c) Upon the effective date of the reorganization as provided for herein, all assets of Yolo County Waterworks District No. 1 and the Esparto Sanitary District shall be distributed and transferred to the ESPARTO COMMUNITY SERVICES DISTRICT, which district shall succeed to all assets and liabilities of said dissolved district for all purposes as in a consolidation.

d) All employees of the existing district shall become employees of the community services district upon the effective date of reorganization, and such employees shall sustain no loss of sick leave, vacation, or other credits or benefits as a result of reorganization.

e) The effective date of reorganization shall be

July 1st, 1970, at which time the existing districts shall be deemed dissolved and the proposed community services district shall commence operation.

f) The effective date of the reorganization, for the purposes of budget preparation and computation of tax levies, shall be as otherwise provided by law, the purpose of Paragraph (e) and (f) hereof being to provide for smooth transition of authority, fiscal operation, and uninterrupted service.

g) The ESPARTO COMMUNITY SERVICES DISTRICT shall be governed by a board of five (5) directors, who shall be nominated and elected, or appointed in lieu of election.

11. That the Clerk of this board is directed to prepare and execute a certificate of completion and to file and record counterpart originals of said certificate in the manner prescribed by law.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 17th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAWRENCE P. HERIGAN, CLERK
BY Ruth E. Lucas DEPUTY

(SEAL)

Proposed Esparto Community Services District

BEGINNING at the intersection point of the North line of Lamb Valley Creek Canal and the West line of Lot No. 66 of the Bonynge Tract, as shown on the Official Map of said Tract recorded in Map Book 1, Page 8, in the office of the Recorder of Yolo County; THENCE Northerly along the West line of said Lot No. 66, 762.8 feet, more or less, to the centerline of County Road No. 20-A; thence Easterly along said centerline 641.9 feet; thence North 10°03'00" East 175 feet; thence South 79°57'00" East 70.00 feet to the West line of Omega Street, as shown on the Official Map of the Townsite of Esperanza, recorded in Map Book 1, Page 23, in the office of the Recorder of Yolo County; thence along the West line of said Omega Street, North 10°03'00" East 837.5 feet, more or less, to the North line of the S.P.R.R. Right of Way; thence South 79°57'00" East 280 feet, more or less, to the West line of State Highway 16; thence Northerly along said West line 370.00 feet; thence North 79°45'00" West 145.00 feet; thence North 10°15'00" East 220.00 feet; thence South 79°45'00" East 60.00 feet; thence North 10°15'00" East 150.00 feet; thence North 79°45'00" West 65.00 feet; thence North 10°15'00" East 200.00 feet; thence South 79°45'00" East 300.00 feet; thence South 10°15'00" West 940.00 feet; thence South 79°57'00" East 1170.00 feet; thence North 10°15'00" East 245.00 feet; thence South 79°57'00" East 360.00 feet; thence South 10°15'00" West 145.00 feet; thence South 79°57'00" East 50.00 feet; thence South 10°15'00" West 100.00 feet; thence South 79°57'00" East 1300.00 feet to the East line of Mattie Street, as shown on said Official Map of the Townsite of Esperanza; thence South 10°15'00" West 100 feet, more or less, along said East line of Mattie Street to the Northerly right of way line of the S.P.R.R.; thence Easterly along said line 400.00 feet, more or less, to the Northerly extension of the East line of Alpha Street, as shown on said Official Map of the Townsite of Esperanza; thence South 10°03'00" West along said extension of the East line of Alpha Street to the Southerly right of way line of the S.P.R.R.; thence Southeasterly along said S.P.R.R. Southerly right of way 170 feet, more or less, to a line parallel with and 150 feet East of the East line of said Alpha Street; thence Southerly along said parallel line South 10°03'00" West 1145 feet, more or less, to the South line of Lot 12 of the Bonynge Tract as said Tract is filed in Map Book 1 at Page 8 in the office of the Recorder of the County of Yolo, California; thence Westerly 150 feet along the South line of said Lot 12 to the East line of said Alpha Street; thence South 10°03'00" West 560 feet, more or less, along said East line to the North line of Lamb Valley Creek Canal; thence Westerly along said North line to the Northeast corner of Subdivision No. 1023 as shown on the Official Map of said Subdivision recorded in Map Book 6, Pages 64 & 65, in the office of the Recorder of Yolo County; thence South 10°03'00" West 309.36 feet; thence South 79°57'00" East 222.61 feet to the Northeast corner of Lot 34 of said Subdivision No. 1023; thence South 10°03'00" West 389.26 feet to the North line of County Road 21-A, 60 feet wide, said point is the Southeast corner of said Subdivision 1023; thence along said North line North 79°45'00" West 602.36 feet; thence North 10°03'00" East 155.00 feet; thence North 79°45'00" West 224.00 feet; thence South 10°03'00" West 155.00 feet to said North line of County Road 21-A; thence along said North line North 79°45'00" West 307.10 feet; thence North 10°03'00 East 777.72 feet to the North line of said Lamb Valley Creek Canal; thence Westerly along said North line to the point of beginning.

Exhibit "A"

FILED

NOV 20 1969

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers
Deputy

RESOLUTION NO. 69-219

(Designating County Road No. 24 from Interstate Highway No. 505 to County Road No. 97, a through highway)

WHEREAS, Sections 21101, 21351, 21354 and 21355 of the Vehicle Code of the State of California authorize the designation of any highway as a through highway requiring all vehicles to stop at the entrances thereto:

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED that County Road No. 24 from Interstate Highway No. 505 to County Road No. 97 is designated a through highway; and all traffic is required to stop at the following County road entrances thereto; and that the Director of Public Works is directed to install stop signs at the following County road entrances to County Road No. 24:

1) Stopping northbound and southbound traffic at County Road No. 93,

2) Stopping southbound traffic at County Road No. 94B,

3) Stopping northbound traffic at West Hillcrest Drive,

4) Stopping northbound traffic at East Hillcrest Drive,

5) Stopping northbound and southbound traffic at County Road No. 95A,

6) Stopping southbound traffic at County Road No. 96,

7) Stopping northbound traffic at County Road No. 96A.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 17th day of November, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

Arthur H. Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Helen E. Lucas Deputy
(Seal)

CERTIFICATE OF COMPLETION

The undersigned, as Clerk of the Board of Supervisors of Yolo County, hereby certifies that on November 17th, 1969, the Board of Supervisors of Yolo County adopted a resolution confirming the order of reorganization, dissolving the Esparto Sanitary District and the Yolo County Waterworks District No. 1 and forming the ESPARTO COMMUNITY SERVICES DISTRICT as set forth in Resolution No. 69-218, a certified copy of which is attached hereto marked Attachment #1 which is hereby incorporated by reference as if set forth at length herein. Reference is hereby made to said resolution for the information required by Government Code § 56451.

Dated: November 17th, 1969.

LAURENCE P. HENIGAN, County Clerk and ex officio Clerk of the Board of Supervisors of Yolo County, State of California

BY _____ Deputy

FILED
NOV 26 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-220

WHEREAS, Section 5176 of the California Welfare and Institutions Code operative November 10, 1969, provides for the counties of the State of California to adopt a resolution stating that suitable facilities exist within the county for the care and treatment of inebriates and to designate the facility to be used as and for 72 hour treatment and evaluation of inebriates and otherwise adopting the provisions of Article 1.5 of the Welfare and Institutions Code for the DETENTION OF INEBRIATES FOR EVALUATION AND TREATMENT;

NOW, THEREFORE, BE IT RESOLVED, that this Board of Supervisors, as the governing body of the County of Yolo, State of California, hereby states by this resolution that suitable facilities exist within the County of Yolo, State of California, for the care and treatment of inebriates and hereby designates the following facility to be used for 72 hour treatment and evaluation of inebriates:

The facility at the Yolo General Hospital, Woodland, California.

BE IT FURTHER RESOLVED, that this Board of Supervisors, as the governing body of the County of Yolo, State of California, adopts the provisions of Article 1.5 of the California Welfare and Institutions Code concerning the DETENTION OF INEBRIATES FOR EVALUATION AND TREATMENT.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 24th day of November 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA.

ATTEST:

LAURENCE P. HENIGAN, CLERK

By PETE E. LUCAS DEPUTY

(SEAL)

FILED
DEC - 1 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69- 221

(Establishing Charges for Yolo General Hospital)

WHEREAS, Health and Safety Code § 1473 authorizes the Board of Supervisors to fix the rates to be charged patients admitted to any county hospital; and

WHEREAS, the Board of Supervisors desires to provide for such rates for Yolo General Hospital and desires to base the rates on the cost of operation for services rendered at Yolo General Hospital; and

WHEREAS, the cost of operation per patient at Yolo General Hospital fluctuates rapidly; and

WHEREAS, this Board of Supervisors desires to establish rates that reflect operating costs per patient as closely as possible;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo as follows:

1. The rates to be charged patients admitted to Yolo General Hospital are hereby fixed at those rates determined monthly by the Hospital Administrator of Yolo General Hospital in accordance with the following standards:

a. The rate for each service rendered at Yolo General Hospital shall be set at the cost to the County of Yolo for rendering the service based upon the cost experience of the most recent month available to the Hospital Administrator;

b. Costs shall be those determined by the Hospital Administrator in accordance with accounting standards established pursuant to Title 18 of the Social Security Act;

c. The patient census employed in setting rates shall be that estimated by the Hospital Administrator for the period for which the rates are set.

2. The effective date of this resolution is December 1st, 1969.

3. All resolutions and orders of this Board of Supervisors setting rates inconsistent with this resolution are repealed as of the effective date of this resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 1st day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lee DEPUTY

(SEAL)

AGREEMENT NO. 69-221

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, and the CITY OF WOODLAND, a political subdivision of the State of California,

WITNESSETH:

WHEREAS, the COUNTY OF YOLO owns and has title to that real estate and real property located in the County of Yolo, State of California, described as follows:

> That real property in the name of the County of Yolo and shown on the record of Survey Map filed in Book 9 of Maps and Surveys at page 41 of Yolo County Records, excepting therefrom that property in the name of the City of Woodland and shown on the Record of Survey Map filed in Book 9 of Maps and Surveys at page 107 of Yolo County Records.

WHEREAS, the CITY OF WOODLAND desires to install water mains along said property.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The COUNTY OF YOLO does hereby grant, assign and set set over to the CITY OF WOODLAND a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, maintain and repair underground pipelines and/or mains for the purpose of conveying water under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and further right to remove any obstructions interfering with the location, construction and maintenance of said pipelines and/or mains.

2. The easement and right of way hereby granted covers a strip of land 5 feet in width over and across the above described land, particularly described by metes and bounds, as follows:

A 5-foot strip of land located in the southwest quarter of Section 30, T. 10 N., R. 2 E., M.D.B. & M., more particularly described as follows:

Beginning at a point which bears South 89°29'37" East 30.00 feet from the northwest corner of that 6.111 Acre Parcel shown on Page 107 in Book 9 of Maps and Surveys, Yolo County, California; thence from said point of beginning North 0°13'12" East 501.81 feet to the north line of said southwest quarter; thence South 89°38'51" East 5.00 feet to a point; thence South 0°13'12" West 501.82 feet to a point; thence North 89°29'37" West 5.00 feet to the point of beginning.

3. The COUNTY OF YOLO shall fully use and enjoy the aforesaid premises, except as to the rights herein granted; and the CITY OF WOODLAND hereby agrees to hold and save the COUNTY OF YOLO harmless from any and all damage arising from its use of the right, easement, and right of way herein granted and agrees to pay any damage or damages which may arise to the property, premises, or rights of the COUNTY OF YOLO through the CITY OF WOODLAND'S use, occupation, and possession of the rights herein granted.

4. Prior to the installation of said sanitary and sewer drainage system, the CITY OF WOODLAND shall negotiate separately with any lessee in possession of said property to secure quit claim deed from said lessee and pay said lessee any crop damages caused by the said installation.

5. The CITY OF WOODLAND shall restore the property to as good a condition as existed prior to the said installation and any damages to facilities shall be repaired and/or replaced by said CITY OF WOODLAND after installation in a manner satisfactory to lessee in possession and the COUNTY OF YOLO.

6. The CITY OF WOODLAND shall allow the COUNTY OF YOLO to install or cause to be installed without charge water line connections to proposed water mains at such time as needs

demand such connection for as long as the property is in the ownership of the COUNTY OF YOLO.

7. The CITY OF WOODLAND shall assume full maintenance responsibility of the pipelines and/or mains after installation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.

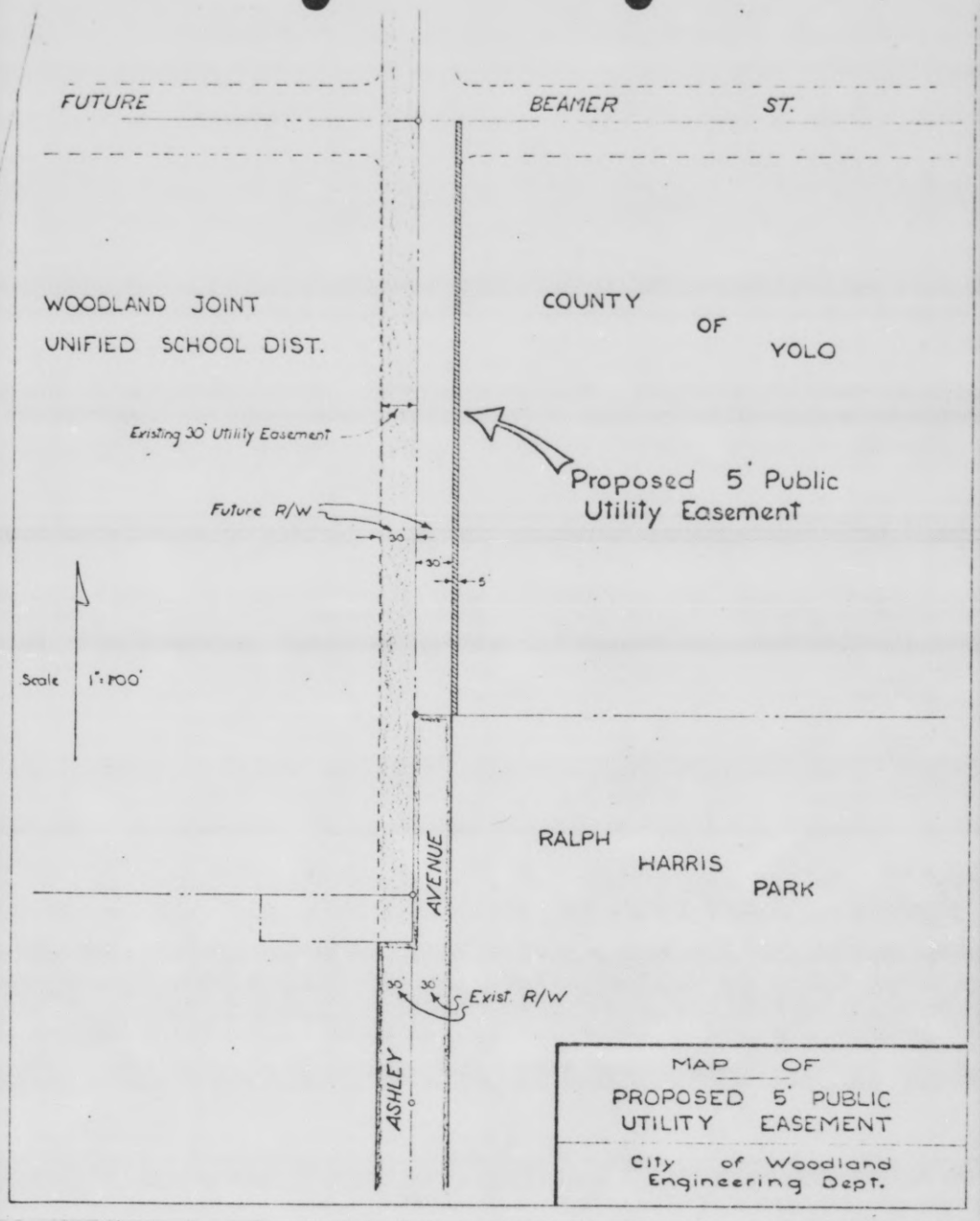
COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

CITY OF WOODLAND, a political subdivision of the State of California

BY _____

[public agency acknowledgement.]


FUTURE
BEAMER ST.
WOODLAND JOINT
UNIFIED SCHOOL DIST.
COUNTY
OF
YOLO
Existing 30' Utility Easement
Proposed 5' Public
Utility Easement
Future R/W
30'
30'
5'
Scale 1" = 100'
RALPH
HARRIS
PARK
AVENUE
30'
30'
Exist. R/W
ASHLEY
MAP OF
PROPOSED 5' PUBLIC
UTILITY EASEMENT
City of Woodland
Engineering Dept.

DEC 16 1969

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

RESOLUTION NO. 69-222

(Resolution Establishing Procedures for Initiating, Filing, and Processing Requests to Establish Agricultural Preserves and to Disestablish, to Enlarge or to Diminish the Size of Agricultural Preserves)

WHEREAS, the Land Conservation Act of 1965 also known as the Williamson Act authorizes counties to establish agricultural preserves; and

WHEREAS, the purposes of said Act are to maintain the agricultural economy of the State and to prevent premature and unnecessary conversion of land from agricultural uses; and

WHEREAS, the Board of Supervisors of the County of Yolo by Resolution No. 68-108 found that it can assist the maintenance of the State's agricultural economy and avoid the conversion of land from agricultural uses by establishing agricultural preserves; and

WHEREAS, said Act was extensively amended by the State Legislature at its 1969 Session; and

WHEREAS, the Board of Supervisors of the County of Yolo finds that the maintenance of agricultural and avoidance of conversion of land from agricultural uses can be assisted by entering into contracts with landowners as authorized by said Act as amended; and

WHEREAS, said Act as amended requires counties by resolution to adopt rules governing the administration of agricultural preserves including procedures for initiating, filing and processing requests to establish agricultural preserves and to disestablish, to enlarge, or to diminish the size of agricultural preserves; and

WHEREAS, in the judgment of this Board it appears to be in the best interest of the County of Yolo to do so,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo that the following rules governing the

administration of agricultural preserves are hereby adopted for the County of Yolo:

1. Establishment. In accordance with these rules, the Board of Supepvisors may establish agricultural preserves for the purpose of defining the bounderies of those areas within which the County will be willing to enter into contracts pursuant to the Land Conservation Act of 1965, also known as the Williamson Act, if it finds that the area within the preserve satisfies the following conditions:

a. An agricultural preserve shall consist of no less than 160 acres.

b. The area shall be designated for agricultural use on the Yolo County Master Plan.

c. The area shall not be programmed for water or sewer by the community.

d. The area shall not include any parcel less than 20 acres in area.

e. The area shall either:

1) Be predominantly Class I, II, or III soil, or

2) Satisfy the following purposes of the agricultural preserve in any one of the following ways:

a) Tends to maintain the agricultural economy, or

b) Tends to prevent premature or unnecessary conversion from agriculture, or

c) Tends to assist in the preservation of prime lands, or

d) To preserve lands with public value as open space.

2. Disestablishment. In accordance with these rules, the Board of Supervisors may disestablish an agricultural preserve if it finds that the area within the preserve satisfies the following conditions:

a. Disestablishment is consistent with the Yolo County Master Plan.

b. Disestablishment is not inconsistent with the purposes of the Land Conservation Act of 1965.

3. Enlargement. In accordance with these rules, the Board of Supervisors may enlarge an agricultural preserve if it finds that the area by which the preserve is to be enlarged satisfies the following conditions:

a. The area is contiguous to the agricultural preserve proposed for enlargement.

b. The agricultural preserve as enlarged satisfies each of the conditions for establishment of an agricultural preserve.

4. Diminution of Agricultural Preserve. In accordance with these rules, the Board of Supervisors may diminish the size of an agricultural preserve if the area to be removed from the agricultural preserve satisfies each of the conditions for disestablishment of an agricultural preserve.

5. Applications.

a. Applications to establish, to disestablish, to enlarge or to diminish the size of agricultural preserves shall be filed with the Planning Department of the County of Yolo on forms provided by the Planning Department.

b. The application shall identify the landowner, locate and describe the property, indicate the size of the property, set forth the action for which application is made, and set forth facts indicating that the land satisfies the conditions for the action requested and shall be signed by one of the landowners.

c. In the case of an application to establish or enlarge an agricultural preserve, application shall also be filed to change the zoning of the land involved to the Agricultural Preserve (A-P) Zone.

d. No application to establish or enlarge an agricultural preserve shall be filed after June 1st, 1969.

6. Report.

a. Within thirty (30) days after receiving an application, the Planning Department shall submit a report thereon to the Board of Supervisors.

b. The Board of Supervisors may extend the time allowed for an additional period not to exceed thirty (30) days.

c. The report shall include a statement that the action proposed is consistent or inconsistent with the general plan and shall set forth whether the area for which the action is proposed to be taken satisfies the conditions for such action.

d. Final action upon the application may not be taken by the Board of Supervisors until the report required by this rule is received from the Planning Department or until the required thirty (30) days have elapsed and any extension thereof granted by the Board has elapsed.

7. Notice, Hearing, and Action by the Planning Commission.

a. Upon the filing of an application, the Planning Department shall notice a public hearing thereon before the Planning Commission in the manner of noticing a hearing for a change of zoning.

b. At the time and place set forth in the notice, the Planning Commission shall hold a public hearing on the application. The purpose of the public hearing is to permit all interested parties to attend and to inform themselves on the matter and to present testimony if desired.

c. At the conclusion of the public hearing, the Planning Commission by resolution shall make its recommendation of action upon the application and if the application is to establish an agricultural preserve, the Planning Commission resolution shall contain a recommended finding of compatible uses within the preserve and recommendations for any uniform rules for administering that preserve.

d. The Planning Department shall file the resolution of the Planning Commission with the Clerk of the Board of Supervisors.

8. Notice, Hearing, and Action by the Board of Supervisors.

a. Upon filing of the resolution of the Planning Commission, the Clerk of the Board of Supervisors shall notice a public hearing in the following manner:

1) Notice of the hearing shall be published pursuant to Government Code Section 6061 and shall include a legal description or the Assessor's Parcel Number of the land which is included within the application.

2) If the application is to establish or to enlarge an agricultural preserve, the Clerk shall give written notice at least two weeks before the hearing to the following:

a) Yolo County Local Agency Formation Commission.

b) To every city within one mile of the exterior boundaries of the land included in the application.

3) If the application is to disestablish or to alter the boundary of an agricultural preserve by removing land under contract from a preserve, notice of the proposed alteration or disestablishment and the date of hearing shall be furnished by the Clerk to the owner of the land by certified mail directed to him at his latest address known to the Board. Such notice shall also be furnished by first class mail to each owner of land in that preserve which has a common boundary with the land to be removed from the preserve.

b. At the time and place set forth in the notice, the Board of Supervisors shall hold a public hearing on the application. The purpose of the public hearing is to permit all interested parties to attend and inform themselves on the matter and to present

testimony on the matter if desired.

c. At the conclusion of the public hearing, the Board of Supervisors shall act upon the application by resolution. It shall make findings whether the application is consistent with the Yolo County Master Plan and whether the conditions to the action proposed are satisfied. In the case of an application to establish or to enlarge an agricultural preserve, if it has also approved an application to change the land in question to an agricultural preserve zone, it may establish or enlarge an agriculgural preserve.

d. If the resolution establishes or enlarges an agricultural preserve, it shall concain the following:

1) Findings as to conformance with the Yolo County Master Plan and the satisfaction of the conditions to establishment or enlargement of an agricultural preserve.

2) The terms of a land use contract that the County of Yolo will be willing to enter into pursuant to the Land Conservation Act of 1965 with a landowner within the agricultural preserve.

3) Those uses which are to be considered to be compatible uses.

4) A description of the boundaries of or territory within the Preserve.

5) A map of the agricultural preserve.

e. If the resolution is for the disestablishment or diminution in area of an agricultural preserve, it shall contain the following:

1) Findings as to the procedure, conformance with the Yolo County Master Plan and satisfaction of the conditions to the action taken.

2) The action is to diminish the size of an agricultural preserve it shall contain a legal description of the land removed from the preserve and a map of the preserve as diminished which shows the land removed.

f. If the action of the Board of Supervisors is to

establish, enlarge, disestablish, or diminish the size of an agricultural preserve, the Clerk shall file certified copies of the resolution with the Director of Agriculture and the County Recorder.

8. Contracts.

a. At any time after filing of the application, owners of land within the proposed agricultural preserve or enlargement thereof, may request to enter into a land use contract with the County.

b. The Board of Supervisors by resolution may authorize the Chairman to sign the Land Use Contract with any owner of land within an agricultural preserve,

1) If the contract includes land within one mile of the exterior boundaries of any city within the county only thirty (30) days after the Clerk shall have given notice of intention of the Board of Supervisors to consider the execution of such a contract.

2) Otherwise, at any time.

c. No later than twenty (20) days after the County enters into a contract with a landowner pursuant to this resolution, the Clerk of the Board of Supervisors shall record with the County Recorder a copy of the contract, which shall describe the land subject thereto, together with a reference to the map showing the location of the agricultural preserve in which the property lies.

9. Effective date and Application.

a. The effective date of these rules is December 8th, 1969.

b. These rules shall apply to all proceedings pending upon the effective date thereof.

c. All applications to establish or to enlarge an agricultural preserve on file on the effective date of these rules shall be deemed to be an application for action under these rules, and all notices, hearings and recommendations thereon taken pursuant to the then existing rules established by law including

procedures established by this Board of Supervisors for the establishment of agricultural preserves and changes of zoning to the Agricultural Preserve (A-P) Zone shall be deemed to satisfy the procedures required by the rules herein established, and findings and recommendations as to the grounds for a change of zoning to the Agricultural Preserve (A-P) Zone shall be deemed to be findings, report and recommendations for the purpose of establishing an agricultural preserve pursuant to the rules established herein.

d. Any requests of owners of land within a proposed agricultural preserve or enlargement thereof to enter into a land use agreement shall be deemed to be requests to enter into a Land Use Contract pursuant to these rules, and Article 3 of the Land Conservation Act of 1965 so as to constitute an enforceable restriction within the meaning of and for the purposes of Article 28 of the State Constitution and Article 1.5 (commencing at Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code as it now exists or is hereafter amended.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 8th day of December, 1969, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: Bell

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

DEC 16 1969

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers DEPUTY

(SEAL)

FILED

DEC 19 1969

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS

Deputy

RESOLUTION NO. 69- 223

(Resolution Finding Proceedings for the Establishment of PORT CENTER COUNTY SERVICE AREA to be valid and in conformity with the Requirements of Law)

WHEREAS, an unincorporated area of the County of Yolo is proposed to be established as the PORT CENTER COUNTY SERVICE AREA pursuant to Chapter 2.2 (commencing with § 25210.1) of Part 2 of Division 2 of Title 3 of the Government Code; and

WHEREAS, the approval of the proposal by the Yolo County Local Agency Formation Commission has been obtained pursuant to Chapter 6.6 (commencing with § 54773) of Part 1 of Division 2 of Title 5 of the Government Code in the form of Resolution No. 69-14 of that Commission entitled "Resolution Making Determination Approving Proposal for Formation of PORT CENTER COUNTY SERVICE AREA" adopted on October 6th, 1969; and

WHEREAS, this Board of Supervisors pursuant to Government Code § 25210.11 initiated the proceedings for the establishment of the county service area by the adoption on November 10th, 1969, of Resolution No. 69-216, resolution of intention to establish a county service area, which resolution stated that:

a. A county service area is proposed to be established under the terms of the aforesaid chapter in the unincorporated area of Yolo County; the boundary lines of the territories proposed for inclusion in the area are set forth in Exhibit "A" attached hereto and made a part hereof;

b. The name proposed for said county service area is PORT CENTER COUNTY SERVICE AREA;

c. No extended services are already provided in this area;

d. The type of extended county service proposed to be provided in the area is landscape maintenance within

dedicated rights of way;

e. Except where funds are otherwise available from service charges collected pursuant to Government Code § 25210.77(a) a tax sufficient to pay for all such services which are furnished on an extended basis will be annually levied upon all taxable property within such area. On December 15th, 1969, at 11:00 o'clock A. M., a public hearing will be held in the Board of Supervisors' Chambers, County of Yolo Courthouse, on the establishment of said area; and

WHEREAS, the Clerk of the Board of Supervisors published notice of said hearing pursuant to Government Code § 6061 in the EAST YOLO RECORD, a newspaper of general circulation published in the county on the 26th day of November, 1969, and that said publication was complete at least seven (7) days prior to the date of said hearing; and

WHEREAS, said notice contains the text of the resolution, stated the time and place for the hearing, and stated that at the hearing the testimony of all interested persons or taxpayers for or against the establishment of the area, the extent of the area or the furnishing of specified types of extended services will be heard; and

WHEREAS, a public hearing was held at the time and place fixed by said resolution of intention to establish a county service area and set forth in said notice of hearing; and

WHEREAS, no written protest either against the establishment of the area nor the extent of the area nor the furnishing of specified types of extended services within the area were filed with the Clerk of the Board of Supervisors on or before the time fixed for the hearing nor were any such protests made orally at the hearing; and

WHEREAS, it appears that there was neither a protest of 50% or more of the registered voters residing within the territory proposed to be included in the PORT CHICAGO COUNTY SERVICE AREA nor a protest by the owners of one-half or more of the value of the land and improvements in the territory proposed to be included in said area as shown by the last equalized assessment roll, against the establishment of the area or the furnishing of a specified type or types of extended service within the area;

NOW, THEREFORE, BE IT FOUND, ORDERED AND RESOLVED as follows:

1. That each of the foregoing recitals is true and correct;

2. That all the proceedings heretofore taken in this matter and all of the proceedings hereinabove recited are valid and in conformity with the requirements of Chapter 2.2 (commencing with § 25210.1) of Part 2 of Division 2 of Title 3 of the Government Code of the State of California.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

FILED
DEC 19 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69- 324

(Resolution Declaring and Establishing PORT CENTER COUNTY SERVICE AREA and Declaring, Determining and Establishing the Boundaries Thereof and the Types of Services to be Performed Therein)

WHEREAS, this Board of Supervisors initiated proceedings for the establishment of the PORT CENTER COUNTY SERVICE AREA by passing and adopting Resolution No. 69-216, resolution of intention to establish a county service area, in the manner required by law; and

WHEREAS, notice of a hearing thereon was given by the Clerk of this Board in the manner required by law; and

WHEREAS, such a hearing was held and completed on the 15th day of December, 1969; and

WHEREAS, all the proceedings taken in this matter were conducted in the manner required by law; and

WHEREAS, it appears in the judgment of this Board to be in the best interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, DECLARED, ESTABLISHED AND FOUND as follows:

1. That all the foregoing recitals are true and correct.

2. That the proceedings prior hereto in this matter were all valid and conducted in conformity with the requirements of law; and

3. That each of the services, to wit: Landscape maintenance within dedicated rights of way, described in the resolution of intention in this matter, are extended county services to the extent now or hereafter to be provided; and

4. The PORT CENTER COUNTY SERVICE AREA is hereby established.

5. The boundaries of the PORT CENTER COUNTY SERVICE AREA are determined and established to be as set forth in Exhibit

"A" attached hereto and made a part hereof; and

6. The types of services to be performed therein are to be as follows: Landscape maintenance within dedicated rights of way.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

FILED

DEC 19 1969

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS

RESOLUTION NO. 69-225

(Resolution Dissolving Tax Assessment Zones of OAKS LIGHTING DISTRICT)

WHEREAS, this Board of Supervisors on November 1st, 1965, adopted Resolution No. 65-220, Resolution Annexing Territories to the Oaks Lighting District; and

WHEREAS, said resolution divided said district into two tax assessment zones pursuant to § 5855 of the Streets and Highways Code; and

WHEREAS, there are no longer special services or special facilities in addition to those provided generally by the district or the replacement of obsolete equipment to require the existence of tax assessment zones; and

WHEREAS, on November 10th, 1969, this Board of Supervisors adopted Resolution No. 69-217, resolution of intention to dissolve tax assessment zones of Oaks Lighting District, which proposed to dissolve the existing tax assessment zones of the Oaks Lighting District; and fixed the hour of 11:15 o'clock A. M. on December 15th, 1969, in the Chambers of the Board of Supervisors of the County of Yolo, Courthouse, Woodland, California, as the time and place for hearing upon the question of dissolution of Tax Assessment Zone 1 and Tax Assessment Zone 2 of the Oaks Lighting District; and

WHEREAS, the Clerk of the Board of Supervisors posted and published in the EAST YOLO RECORD, the newspaper of general circulation found most likely to give notice of hearing to the inhabitants of said zones, a notice in the manner required by § 5858 of the Streets and Highways Code; and

WHEREAS, a public hearing was held at the time and place fixed by said resolution upon the question of dissolving said tax assessment zones; and

WHEREAS, no objections to the proposal were filed,

NOW, THEREFORE, BE IT FOUND, ORDERED AND RESOLVED as follows:

1. That each of the foregoing recitals is true and correct.

2. The publication and posting of notices of hearing set forth above is deemed adequate notice.

3. There are no longer special services or special facilities in addition to those provided generally by the district or the replacement of obsolete equipment to require the existence of Tax Assessment Zone 1 and Tax Assessment Zone 2 of the Oaks Lighting District, which zones are as set forth in Exhibits "A" and "B" respectively attached hereto and incorporated by reference herein.

4. Tax Assessment Zone 1 and Tax Assessment Zone 2 of the Oaks Lighting District are hereby ordered dissolved.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espinosa, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Exhibit "A"

THE OAKS LIGHTING MAINTENANCE DISTRICT OF
YOLO COUNTY

ZONE 1

All of West Sacramento City Subdivision Units One and Two recorded in Map Book 3 at pages 8 thru 14 and Map Book 3 at page 84 and all of the Silva's Subdivision recorded in Map Book 4 at pages 68 and 69, more fully described as follows:

BEGINNING at the centerline intersection of Jefferson and Park Boulevards said point is on the East line of said Oaks Lighting District; THENCE southwesterly along said East line and the centerline of Park Boulevard and the extension thereof to the South line of Stone Boulevard; THENCE easterly along said South line to the northwest corner of Silva's Subdivision; THENCE southerly to the southwest corner of subdivision; THENCE easterly to the southeast corner of said subdivision; THENCE northerly to the northeast corner of said subdivision, said point being on the South line of said Stone Boulevard; THENCE easterly along said South line to the centerline of said Jefferson Boulevard; THENCE northerly along said centerline to the point of beginning.

THE OAKS LIGHTING MAINTENANCE DISTRICT OF YOLO COUNTY

ZONE II

BEGINNING at a point in the southerly right of way line of the West Sacramento Freeway, U. S. 99-W, 40 alternate; said point being also the northeast corner of the James Marshall High School property and running thence from said point of beginning, along the southerly line of said highway, on a curve to the left, radius of 5150 feet; a distance of 563.53 feet; thence continuing along said line on a curve to the left, radius of 7547 feet, a distance of 689.19 feet; thence continuing along said line N. 73° 19' 46" E., 172.20 feet; thence S. 83° 19' 50" E., 96.44 feet to a point in the west line of West Acre Road; thence N. 73° 19' 40" E., 62.64 feet to a point in the east line of said West Acre Road; thence continuing along the south line of said highway N. 42° 29' 17" E., 198.95 feet; thence N. 76° 10' 19" E., 495.50 feet; thence N. 73° 08' 34" E., 377.57 feet; thence S. 66° 13' 39" E., 280.59 feet; thence S. 20° 35' 33" E., 162.75 feet to the northeast corner of Westmore Subdivision, as shown on the official map of said subdivision, filed in Map Book 4, page 40 in the office of the Recorder of Yolo County; said point being also on the west line of Park Boulevard; thence S. 52° 54' 40" E., 50.0 feet to a point in the centerline of said Park Boulevard; thence S. 35° 17' 20" W., down and along the centerline of Park Boulevard, 6,455.0 feet more or less, to the intersection of said centerline with the centerline of the main drainage canal of Reclamation District No. 900; thence N. 0° 01' 55" E., up and along the centerline of said canal, being also the west line of the adjacent subdivision, a distance of 2751.00 feet more or less to the north west corner of lot 215, Westmore Oaks Unit 2, as shown on the map of said subdivision filed in Map Book 4, pages 74 and 75, in the office of the Recorder of Yolo County; thence N. 89° 58' 10" E., along the north line of lot 215, a distance of 162.6 feet to a point in the west line of Deerwood Street; thence N. 0° 01' 55" E., 30.0 feet to a point on the centerline of Grande Vista Avenue; thence N. 89° 58' 10" E., along said centerline 275.0 feet to the centerline of Clarendon Street, being also the southeast corner of the James Marshall High School property; thence N. 0° 01' 40" E., up and along the centerline of Clarendon Street and along the east line of

said school property, 1238.0 feet, more or less, to the centerline of Norfolk Avenue, Westmore Oaks Unit 3, as shown on the official map of said subdivision filed in Map Book 4, pages 80 and 81, in the office of the Recorder of Yolo County; thence N. 84° 29' 45" E., 30.14 feet; thence N. 0° 01' 40" E., 135.09 feet to the Point of Beginning.

The above described area includes Westmore Oaks Unit 1, 2, and 3, Westmore Subdivision, Westmore Unit 2, Lakewood Unit 1 and 2, West Sacramento City Unit 3, Hughes Property, Westmore Oaks School and the Oaks Subdivision.

DEC 19 1969

LAURENCE E. KENNEDY, City

By Barbara Rodgers

RESOLUTION NO. 69-225

Designating Director of Public Works as Superintendent of Streets for construction of street improvements under Chapter 27, Part 3, Division 7, of Streets and Highways Code; approving petition for street improvements on a portion of West Capitol Avenue and Evergreen Avenue.

WHEREAS, Chapter 27 of the Improvement Act of 1911, Division 7 of the Streets and Highways Code, provides a method whereby sidewalks, gutters, pavement, driveway aprons, curbs, streets, alleys and appurtenant work may be constructed within existing dedicated road right of way in front of properties in any block where owners representing 60 percent of the front footage of the block, or where owners representing 60 percent of any part of an unimproved portion or portions of the block file a petition requesting the installation of any of such improvements, or where the Superintendent of Streets finds that 50 percent of the front footage of the block has been improved; and

WHEREAS, the "blocks" of West Capitol Avenue and Evergreen Avenue between Harbor Boulevard and Pine Avenue exceed 1,000 feet in length,

WHEREAS, where a "block" exceeds 1,000 feet in length the Superintendent of Streets may determine that a 1,000-foot block establishes a "block"; and the portion of West Capitol Avenue and Evergreen Avenue between Harbor Boulevard the west line of Lot 4 in the Carly Acres Subdivision measures 1,048 feet more or less,

WHEREAS, Lots 4 and 5 of Carly Acres Subdivision are the only unimproved portions of the aforementioned 1,048-foot section of West Capitol Avenue and Evergreen Avenue,

WHEREAS, the owners of Lots 4 and 5 of Carly Acres Subdivision have signed a petition requesting street improvements on the north side of Evergreen Avenue and the south side of West Capitol Avenue facing said lots,

WHEREAS, all the owners of Lots 4 and 5 of Carly Acres Subdivision have signed the petition and said owners in the petition waive the 60-day period, NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. THAT, The Director of Public Works is hereby designated as the Superintendent of Streets for improvements under Chapter 27 and authorized to perform all the duties of the Superintendent of Streets under the provisions of Chapter 27; and

2. That the petition of the owners of Lots 4 and 5 of Carly Acres Subdivision attached hereto be filed; and

3. That the Director of Public Works is directed to determine the portion of the south side of West Capitol Avenue and the north side of Evergreen Avenue between Harbor Boulevard and the west line of Lot 5 of the Carly Acres Subdivision as a 1,000-foot block; and

4. That the Director of Public Works is directed to construct:

Concrete curbs, gutters, driveway aprons and roadway consisting of aggregate base and subbase with asphalt concrete surfacing, drainage facilities, including a proportionate share as determined by the legislative body of the cost of improvements constructed in a place other than within the limits of or in front of a parcel of property which are required for the proper functioning of the improvements within the limits of or in front of the parcel, and all necessary appurtenances for the above described improvements and by removing and replacing existing facilities where necessary, including sidewalks and by removing and disposing of all refuse and surplus materials as petitioned.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December 1969 by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Barbara A. Rodgers Deputy
(Seal)

Approved as to Form
Date
County Counsel of Yolo County

FILED

DEC 19 1960

LAURENCE E. HONIGAN, Clerk

By Gabriela Vallejo

RESOLUTION NO. 60-827

Designating the Director of Public Works as superintendent of Streets for construction of improvements on portions of Harbor Boulevard, Merkley Avenue, and Jefferson Boulevard; instructing the Director of Public Works to give affected owners "Notice to Construct"; setting a date for hearing protests.

WHEREAS, Chapter 27 of the Improvement Act of 1911, Division 7 of the Streets and Highways Code, provides a method whereby sidewalks, gutters, pavement, driveway aprons, curbs, streets, alleys and appurtenant work may be constructed within existing dedicated road right of way in front of properties in any block where owners representing 60 percent of the front footage of the block, or where owners representing 60 percent of any part of an unimproved portion or portions of the block file a petition requesting the installation of any of such improvements, or where the Superintendent of Streets finds that 50 percent of the front footage of the block has been improved; and

WHEREAS, the County desires to consider the construction of such improvements at the following locations.

1. The West side of Jefferson Boulevard between Merkley Avenue and Park Boulevard.

2. The North side of Merkley Avenue between Westacre Road and Jefferson Boulevard.

3. The South side of Merkley Avenue between Westacre Road and Jefferson Boulevard.

4. The West side of Harbor Boulevard between West Capitol Avenue and Evergreen Avenue.

WHEREAS, more than fifty percent (50%) of each of the aforementioned blocks has been improved by the construction of curbs and gutters, sidewalks as designated on Exhibits "A", "B", and "C".

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the Director of Public Works is hereby designated as the Superintendent of Streets for improvements under Chapter 27 and authorized to perform all the duties of the Superintendent of Streets under the provisions of Chapter 27; and

2. That the Director of Public Works is hereby directed to serve notice to the owners of the properties, fronting that portion of the street of each aforementioned block in which no sidewalks or curbs have been constructed theretofore, to construct or cause to be constructed sidewalks or curbs in front of their properties; and

3. That, on January 26, 19 70, at 10:30 o'clock A.M., a public hearing will be held in the Board of Supervisors Chambers, Yolo County Courthouse to hear and pass upon objections or protests which may be raised.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAWRENCE P. HENIGAN, CLERK

By Deborah Rodgers Deputy
(Seal)

Approved as to Form
Dated
County Counsel of Yolo County

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

RESOLUTION NO. 69- 228

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~enlarge~~) Agricultural Preserve No. 38 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) (~~enlargement~~) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 38 is hereby declared (established) (~~xxxxxxxx~~) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

C. W. Maderious - Parcel Nos. 21-360-29 & 30:

160 acres of unimproved farm land located approximately 3 miles east of Madison, bounded on the west by the Clear Lake Irrigation ditch, on the north by County Road 25, and the south by County Road 25-A.

Parcel #21-360-30-1, Code Area 63-19, consisting of 120 acres of land described as: The North one-half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 12, Township 9 North, Range 1 West, M.D.B.& M.

Parcel #21-360-29-1, Code Area 63-19, consisting of 40 acres of land described as: The Southwest Quarter of the Northwest Quarter of Section 12, Township 9 North, Range 1 West, M.D.B.& M.

John H. & A. Beverly Corcoran - Parcel No. 21-360-64:

PARCEL I: A portion of the Northwest Quarter of Section 2, Township 9 North, Range 1 West, M.D.B. & M., described as follows: COMMENCING 1212 feet North from the Southwest corner of the North half of the North half of Section 2, Township 9 North, Range 1 West, M.D.B.& M., and running thence North 89° East 1089 feet to the point of commencement; thence running South 1200 feet; thence North 89° East to the East line of the West half of the Northwest Quarter of said Section 2; thence North along the East line of said West half of the Northwest Quarter of said Section 2, 1200 feet; thence South 89° West to the point of commencement and containing 6.36 acres, more or less.

PARCEL II: A portion of the Northwest Quarter of Section 2, Township 9 North, Range 1 West, M.D.B.& M. COMMENCING 1212 feet North from the Southwest corner of the North half of the North half of Section 2, Township 9 North, Range 1 West, M.D.B.& M., and running thence South 800 feet to a point 412 feet North from said Southwest corner of the North half of the North half of said Section 2; thence North 89° East 1089 feet to a point; thence North 800 feet to a point; thence South 89° West 1089 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of California, by deed dated January 2, 1958, recorded March 7, 1958, in Book 536 of Official Records, at page 353.

PARCEL III: A portion of the Northwest Quarter of Section 2, Township 9 North, Range 1 West, M.D.B.& M. BEGINNING 1212 feet North from the Southwest corner of the North half of the North half of Section 2, Township 9 North, Range 1 West, M.D.B.& M., and running thence South 800 feet to the true point of beginning; thence from said true point of beginning, South 400 feet; thence North 89° East 1089 feet; thence North 400 feet; thence South 89° West 1089 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of California, by deed dated January 2, 1958, recorded March 7, 1958, in Book 536 of Official Records, at page 353.

E. M. Fitts - Parcel No. 21-360-66:

The N 1/2 of the SW 1/4 of Section 2, T9N, R1W, M.D.B.& M., containing 71.61 acres, more or less.

Kenneth Rheingans - Parcel Nos. 21-360-69, 75 & 76:

All that certain real property situate in the County of Yolo, State of California, and more particularly described as follows:

The East Half of the Northeast Quarter of Section 11, Township 9 North, Range 1 West, M.D.B.& M.

All that real property in the County of Yolo, State of California, described as follows:

The Southwest Quarter of Section 11, Township 9 North, Range 1 West, M.D.B.& M.

EXCEPTING THEREFROM the West one-half of the Southwest Quarter of the Southwest Quarter conveyed to T. B. Reese and wife, by deed dated January 16, 1905, recorded in Book 63 of Deeds, at page 576.

ALSO EXCEPTING THEREFROM the following:

(a) That portion conveyed to Heidrick Farms Inc., a corporation, by deed dated August 18, 1956, recorded September 4, 1958, in Book 550 of Official Records, at page 255.
(b) That portion conveyed to the State of California, by deed dated August 18, 1958, recorded October 3, 1958, in Book 552 of Official Records, at page 410.
(c) That portion conveyed to Elizabeth Dole, by deed dated August 18, 1958, recorded October 16, 1958, in Book 553 of Official Records, at page 289.

All that real property in the County of Yolo, State of California, described as follows:

An undivided one half interest in the following described property:

The West one half of the Northeast Quarter of Section 11, Township 9 North, Range 1 West, M.D.B.& M.

Viola James, Fred Heidrick, Trustee, & Milton James, Trustee
Parcel No. 21-360-25:

The E 1/2 of the SE 1/4 of Section 2, and the SE 1/4 of the SE 1/4 of Section 2, T9N, R 1 W, M.D.B.& M., and the SW 1/4 of Section 1, T9N, R1W, M.D.B.& M., containing 400 acres.

Parcel No. 21-360-33:

The SE 1/4 of Section 1, T9N, R1W, M.D.B.& M., containing 160 acres.

Parcel No. 21-360-67:

PARCEL 4
The West half of the Northwest Quarter of Section 2, T9N.,

R1W, M.D.B.& M.

EXCEPT THEREFROM the following described property:

Commencing 1212 feet North from the Southwest corner of the North half of the North half of said Section 2, and running thence North 89° East to the East line of the West half of the Northwest Quarter of said Section 2; thence South along the East line of the West half of the Northwest Quarter of said Section 2, a distance of 1200 feet; thence North 89° West to the West line of said Section 2, thence North along the West line of said Section 2, 1200 feet to the point of commencement.

ALSO EXCEPTING THEREFROM that portion of said land conveyed to the State of California in Deed recorded July 24, 1958, Book 547, page 154, Official Records.

Fred & Helen Heidrick:

Parcel No. 21-360-28:

The E 1/2 of the SE 1/4 of Section 11, and the W 1/2 of the SW 1/4 of Section 12 and the westerly 20 rods of the E 1/2 of the SW 1/4 of Section 12, T9N, R1W, M.D.B.& M., containing 180 acres.

Parcel No. 21-360-34:

The NE 1/4 of Section 12, T9N, R1W, M.D.B.& M., containing 160 acres.

Parcel No. 21-360-85:

The E 1/2 of the NW 1/4 and the W 1/2 of the NE 1/4 of Section 2, T9N, R1W, M.D.B.& M., except therefrom the following described property:

Beginning at a point which bears S. 89° 45' 15" W. 220.00 feet from the North 1/4 Corner of Section 2, T9N, R1W, M.D.B. & M.; thence S 00° 55' W. 387.05 feet; thence West 338.30 Feet; thence N. 00° 55' E. 385.60 feet to the North line of said Section 2; thence along said Section line N. 89° 45' 15" E. 338.83 feet to the point of beginning containing 3.00 Acres of land.

Beginning at the Northwest corner of the Northeast Quarter of Section 2, T9N, R1W, thence east along the North line of said Section 2, being also the center line of Yolo County Road 24, 309.00 feet; thence S. 0° 55' W. 388.00 feet; thence West 529.00 feet; thence N. 0° 55' E. 387.05 feet to the North line of the Northwest quarter of said Section 2; thence N. 89° 45' 15" E. along said North line of said Northwest quarter of Section 2, 220.00 feet to the point of beginning, consisting of 4.71 acres of land.

Joe A. Heidrick - Parcel Nos. 21-360-58 & 59:

PARCEL 1: Commencing at the Southeast corner of Section 12, Township 9 North, Range 1 West, MDB&M, and running thence West along the South line of said Section a distance of 220 rods; thence North 160 rods; thence East 220 rods; thence South along the East line of said Section 160 rods to the point of commencement, TOGETHER with a right of way for drainage purposes over the Northerly and Southerly boundaries of the South one-half of Section 7, Township 9 North, Range 1 East, as granted by H. L. Fredericks, et ux, to Thomas H. Folwell, et al. EXCEPTING THEREFROM the following: Beginning at a point on the South line of Section 12, Township 9 North, Range 1 West, MDB&M, 45 rods Westerly from the Southeast corner of said Section, running thence West 40 rods; thence at right angles North 160 rods; thence at right angles East 40 rods; thence at right angles South 160 rods to the place of beginning.

PARCEL 2: Beginning at a point on the South line of Section 12, Township 9 North, Range 1 West, MDB&M, 45 rods Westerly from the Southeast corner of said Section; running thence West 40 rods; thence at right angles North 160 rods; thence at right angles East 40 rods; thence at right angles South 160 rods to the place of beginning, TOGETHER WITH a right of way for drainage purposes over the Northerly and Southerly boundaries of the South one-half of Section 7, Township 9 North, Range 1 East, as granted by H. L. Fredericks and Victoria Fredericks to Beryl Ross Maltman, Minnola M. O'Brien and Thomas H. Folwell.

EXCEPTING FROM Parcels 1 and 2 an undivided one-half interest in and to all oil, gas and mineral rights unto WALTER C. DAVIS AND KATHRYN A. DAVIS, for a period of ten years from June 26, 1957.

Heidrick Associates, a partnership - Parcel No. 24-010-64:

All of Section 6, T9N, R1W, M.D.B.& M., containing 699.46 acres.

EXHIBIT "B"

SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 38

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-228 ADOPTED ON DECEMBER 15, 1969.

DECEMBER 15th 1969
DATE

Laurence B. [illegible]
CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

RESOLUTION NO. 69- 229

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 38 pursuant to said Act by Resolution No. 69- 228; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 19,1969, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete R. Lucas, DEPUTY

(SEAL)

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

RESOLUTION NO. 69- 230
Enlarging
(Resolution/~~Establishing~~ an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (~~establish~~ / enlarge) Agricultural Preserve No. 4 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for ~~establishment~~ (enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 4 is hereby declared (~~established~~) (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY_____DEPUTY

(SEAL)

EXHIBIT "A"

Elizabeth A. Payne - 27-020-07:

All that portion of Lot D lying northerly of the centerline of Cache Creek of C. Nelson Land and Stock Company, as shown in Book 4 of Maps and Surveys, at Page 32, containing 340.9 acres, more or less.

Wesley P. Reiff:

Parcel #	Acres	Description	Assessor's Parcel Number
1.	252	[illegible] side of County Road 102.	27-020-28-1

Legal: Lots 18 and 25, T. F. Laugenour Estate Lands, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on December 30, 1918, in Book 4 of Maps, and Surveys, at page 43.

EXCEPTING from Lot 25 all that portion thereof conveyed to P. N. Ashley by deed dated July 27, 1938, and recorded July 27, 1938, in Book 117 of Official Records, at page 75, and containing 1.16 acres.

ALSO EXCEPTING from Lot 25 the following parcel: BEGINNING at a point which is situated south 0° 57' east 25.00 feet and south 89° 49' west 35.37 feet from an iron monument marking the northwest corner of Section 11 Township 10 North Range 2 East, M. D. B. & M., said point also being the northeast corner of Lot 25 as the same is shown on said map of T. F. LAUGENOUR ESTATE LANDS, and running thence from said point of beginning south 6° 11' 30" west 198.26 feet, thence south 0° 57' east 2043.84 feet, thence along a curve to the right with a radius of 418.15 feet and a central angle of 25° 09' 30" a distance of 183.60 feet, thence south 24° 12' 30" west 103.35 feet, thence along a curve to the left with a radius of 502.00 feet, a central angle of 23° 52' 30" a distance of 82.29 feet to a point on said curve, thence north 1° 12' 20" east 2591.39 feet to a point on the south line of County Road 17, thence north 89° 49' east along said south line of the County Road 39.63 feet to the point of beginning containing 3.48 acres of land more or less.

•••

EXHIBIT "B"

SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 4

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS AMENDED BY BOARD OF SUPERVISORS RESOLUTION NO. 69-730
ADOPTED ON DECEMBER 15, 1969.

12/15/1969
DATE

CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk

By PETE B. LUCAS

RESOLUTION NO. 69- 231

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore enlarged Agricultural Preserve No. 4 pursuant to said Act by Resolution No. 69- 230 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 15, 1969 , which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this ~~15th~~ day of December, 1969, by the following vote:

AYES: Duncan, Bell, Rodgers, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HANIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By BETTE E. LUCAS Deputy

RESOLUTION NO. 69- 232

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to ~~[illegible]~~ (enlarge) Agricultural Preserve No. 21 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for ~~[illegible]~~ (enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 21 is hereby declared (~~established~~) (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. KENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

J. L. Borba - Parcel No. 21-540-24

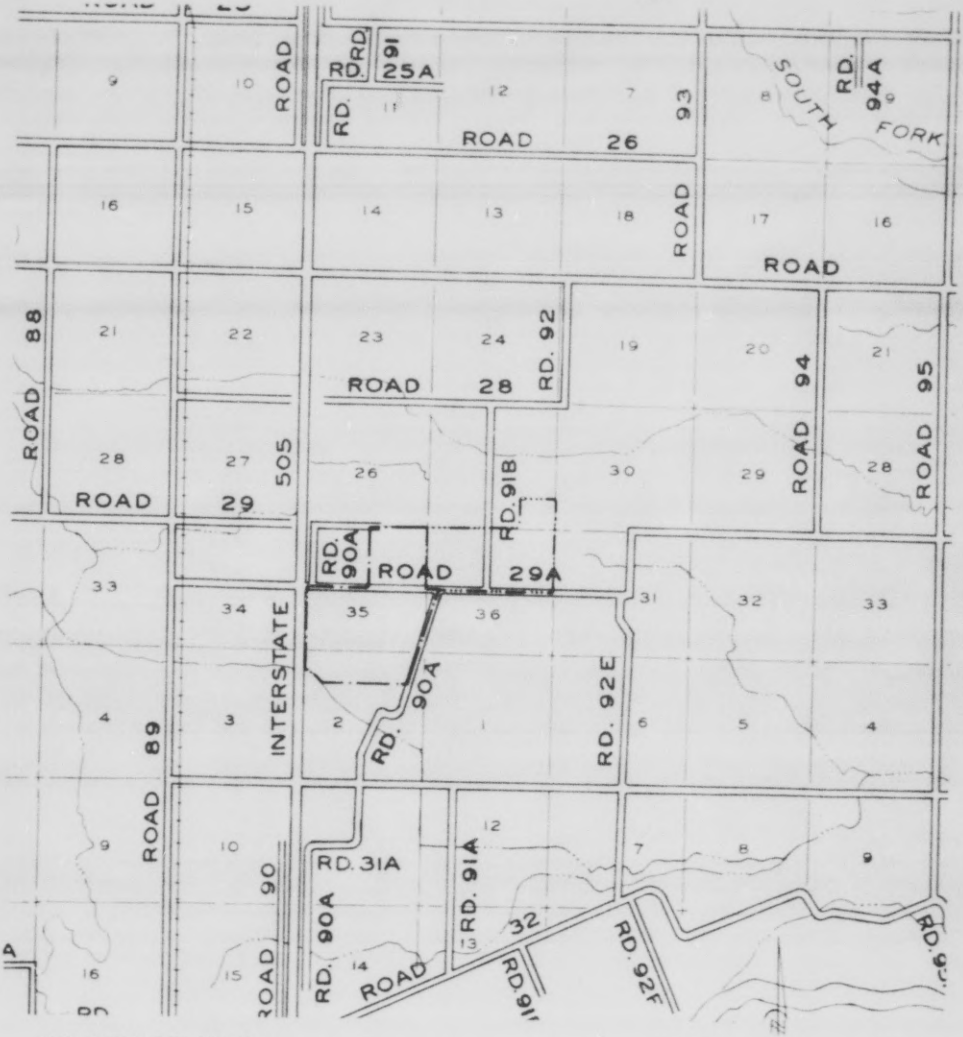
Description: The North one-quarter of Section 36, T9N, R1W, M.D.B.&M.

EXHIBIT "A"

Carmel G. Hamilton - Parcel Nos. 21-540-23 & 25

Description: The SE¼ of the SE¼ of Section 25, T9N, R1W, and the NE¼ of Section 36, T9N, R1W, M.D.B.&M.

EXHIBIT "B"



COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 21

SCALE OF MILES
0 1 2

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS AMENDED BY BOARD OF SUPERVISORS RESOLUTION NO. 69-232 ADOPTED ON DECEMBER 15, 1969.

DECEMBER 15th 1969
DATE

Lawrence S. [illegible]
CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

RESOLUTION NO. 69- 233

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore enlarged Agricultural Preserve No. 21 pursuant to said Act by Resolution No. 69- 232 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 15, 1969 , which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS, DEPUTY

(SEAL)

FILED

JAN - 6 1970

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS Deputy

RESOLUTION NO. 69- 234

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~enlarge~~) Agricultural Preserve No. 40 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) (~~enlargement~~) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 40 is hereby declared (established) (~~amended~~) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

George F. & Lily Knolle - Parcel No. 18-562-12

A portion of the Rancho Canada de Capay, described as follows:

Beginning at a stone monument marking the Northwesterly corner of Lot 16 of the Rhodes & Sweitzer Tract as shown on the map filed in Map Book 1 page 18, Yolo County Records, and running thence South 49 deg. 03' E. along the westerly line of said Lot 16, 290.90 feet; thence leaving said lot line N. 17 deg. 07' E., 50.10 feet and N. 77 deg. 30' E. 139.50 feet to the Northerly line of the aforementioned Rhodes & Sweitzer Tract; thence along said Northerly line the following courses and distances:

South 45 deg. 04' E., 4.80 feet
South 62 deg. 04' E., 210.00 feet
North 71 deg. 11' E., 200.00 feet
North 50 deg. 11' E., 110.00 feet
South 83 deg. 11' E., 65.00 feet
South 46 deg. 49' E., 50.00 feet
South 34 deg. 49' E., 150.00 feet
South 50 deg. 49' E., 175.00 feet
South 33 deg. 49' E., 150.00 feet
North 77 deg. 49' E., 60.00 feet
North 29 deg. 11' E., 60.00 feet
North 45 deg. 46' E., 120.00 feet
North 63 deg. 16' E., 170.00 feet
North 33 deg. 46' E., 160.00 feet
North 55 deg. 46' E., 112.00 feet
South 71 deg. 16' E., 120.00 feet
North 61 deg. 03' E., 61.00 feet
North 46 deg. 01' E., 277.00 feet
North 0 deg. 31' E., 200.00 feet
North 43 deg. 31' E., 92.00 feet
South 40 deg. 22' E., 341.60 feet
North 36 deg. 45' E., 633.60 feet
South 82 deg. 45' E., 799.40 feet to the low water channel of Cache Creek; thence up and along the said low water channel North 20 deg. 59' W., 1198.80 feet; thence North 03 deg. 57' E., 1060.00 feet; and North 23 deg. 51' W. 608.00 feet; thence leaving the low water channel of Cache Creek South 77 deg. 39' W., 4270.00 feet to an iron monument in the center of California State Highway No. 16 and shown on the map filed in Maps & Surveys, Book 7 at page 20; thence South 24 deg. 06' E., along the said highway 1802.25 feet; thence leaving highway South 82 deg. 37' E..

Book 783

57.02 feet; thence South 62 deg. 22' E., 198.00 feet; thence South 7 deg. 08' E., 314.80 feet; thence South 36 deg. 53' E., 139.44 feet; thence South 41 deg. 01' W., 18.63 feet to the point of beginning, containing 250.57 acres of land, more or less.

EXCEPTING THEREFROM 0.69 of an acre, conveyed to the State of California, by deed dated May 11, 1953, and recorded October 21, 1953, in Book 405 of Official Records, at page 238.

RESERVING however unto the Grantors a life estate in the following described portion of the premises above described:

EXHIBIT "A" (CONTINUED)

A parcel consisting of 1½ acres commencing at a point on the North boundary of the above described premises 2,477 feet East of the center of State Highway 16 thence from said point in a generally Southerly direction perpendicular to the North boundary of the above described property a distance of 330 feet thence in a generally Easterly direction parallel to said North boundary of the above described property a distance of 198 feet, thence Northerly perpendicular to said North boundary of the above described property a distance of 330 feet; thence Westerly along said North boundary of the above described property a distance of 198 feet to the point of beginning, containing 1½ acres more or less, together with the dwelling and structures thereon situated, together with an easement for pedestrian and vehicular purposes over and across the above described property on the existing roadways thereon for purposes of access from public roads and highways to the 1½ acre parcel in which a life estate is herein reserved, said life estate to continue until the death of the survivor of Grantors, at which time all of the reserved interest of Grantors in the said 1½ acre parcel and easements herein referred to shall cease and terminate.

Frank G. & Allice M. Knolle - Parcel No. 16-562-11

A parcel consisting of 1½ acres commencing at a point on the North boundary of the above described premises 2,477 feet East of the center of State Highway 16 thence from said point in a generally Southerly direction perpendicular to the North boundary of the above described property a distance of 330 feet thence in a generally Easterly direction parallel to said North boundary of the above described property a distance of 198 feet, thence Northerly perpendicular to said North boundary of the above described property a distance of 330 feet; thence Westerly along said North boundary of the above described property a distance of 198 feet to the point of beginning, containing 1½ acres more or less, together with the dwelling and structures thereon situated, together with an easement for pedestrian and vehicular purposes over and across the above described property on the existing roadways thereon for purposes of access from public roads and highways to the 1½ acre parcel in which a life estate is herein reserved, said life estate to continue until the death of the survivor of Grantors, at which time all of the reserved interest of Grantors in the said 1½ acre parcel and easements herein referred to shall cease and terminate.

EXHIBIT "B"

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 40

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-254 ADOPTED ON DECEMBER 15, 1969.

DECEMBER 15th 1969
DATE

CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

RESOLUTION NO. 69- 235

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 40 pursuant to said Act by Resolution No. 69- 234 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 15, 1969 , which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE R. [illegible] DEPUTY

(SEAL)

EXHIBIT "A"

George F. & Lily Knolle - Parcel No. 18-562-12

A portion of the Rancho Canada de Capay, described as follows:

Beginning at a stone monument marking the Northwesterly corner of Lot 16 of the Rhodes & Sweitzer Tract as shown on the map filed in Map Book 1 page 18, Yolo County Records, and running thence South 49 deg. 03' E. along the westerly line of said Lot 16, 290.90 feet; thence leaving said lot line N. 17 deg. 07' E., 50.10 feet and N. 77 deg. 30' E. 139.50 feet to the Northerly line of the aforementioned Rhodes & Sweitzer Tract; thence along said Northerly line the following courses and distances:

South 45 deg. 04' E., 4.80 feet
South 62 deg. 04' E., 210.00 feet
North 71 deg. 11' E., 200.00 feet
North 50 deg. 11' E., 110.00 feet
South 33 deg. 11' E., 65.00 feet
South 46 deg. 49' E., 50.00 feet
South 34 deg. 49' E., 150.00 feet
South 50 deg. 49' E., 175.00 feet
South 33 deg. 49' E., 150.00 feet
North 77 deg. 49' E., 60.00 feet
North 29 deg. 11' E., 60.00 feet
North 45 deg. 46' E., 120.00 feet
North 68 deg. 16' E., 170.00 feet
North 33 deg. 46' E., 160.00 feet
North 55 deg. 46' E., 112.00 feet
South 71 deg. 16' E., 120.00 feet
North 61 deg. 03' E., 61.00 feet
North 46 deg. 01' E., 277.00 feet
North 0 deg. 31' E., 200.00 feet
North 43 deg. 31' E., 92.00 feet
South 40 deg. 22' E., 341.60 feet
North 36 deg. 45' E., 633.60 feet
South 82 deg. 45' E., 799.40 feet to the low water channel of Cache Creek; thence up and along the said low water channel North 20 deg. 59' W., 1198.30 feet; thence North 03 deg. 57' E., 1060.00 feet; and North 23 deg. 51' W. 608.00 feet; thence leaving the low water channel of Cache Creek South 77 deg. 39' W., 4270.00 feet to an iron monument in the center of California State Highway No. 16 and shown on the map filed in Maps & Surveys, Book 7 at page 20; thence South 24 deg. 06' E., along the said highway 1302.25 feet; thence leaving highway South 82 deg. 37' E., 57.02 feet; thence South 62 deg. 22' E., 198.00 feet; thence South 7 deg. 08' E., 314.30 feet; thence South 36 deg. 53' E., 139.44 feet; thence South 41 deg. 01' W., 18.63 feet to the point of beginning, containing 250.57 acres of land, more or less.

Book 793

EXCEPTING THEREFROM 0.69 of an acre, conveyed to the State of California, by deed dated May 11, 1953, and recorded October 21, 1953, in Book 405 of Official Records, at page 238.

RESERVING however unto the Grantors a life estate in the following described portion of the premises above described:

EXHIBIT "A" (CONTINUED)

A parcel consisting of 1½ acres commencing at a point on the North boundary of the above described premises 2,477 feet East of the center of State Highway 16 thence from said point in a generally Southerly direction perpendicular to the North boundary of the above described property a distance of 330 feet thence in a generally Easterly direction parallel to said North boundary of the above described property a distance of 198 feet, thence Northerly perpendicular to said North boundary of the above described property a distance of 330 feet; thence Westerly along said North boundary of the above described property a distance of 198 feet to the point of beginning, containing 1½ acres more or less, together with the dwelling and structures thereon situated, together with an easement for pedestrian and vehicular purposes over and across the above described property on the existing roadways thereon for purposes of access from public roads and highways to the 1½ acre parcel in which a life estate is herein reserved, said life estate to continue until the death of the survivor of Grantors, at which time all of the reserved interest of Grantors in the said 1½ acre parcel and easements herein referred to shall cease and terminate.

Frank C. & Alice H. Knolle - Parcel No. 10-562-11

A parcel consisting of 1½ acres commencing at a point on the North boundary of the above described premises 2,477 feet East of the center of State Highway 16 thence from said point in a generally Southerly direction perpendicular to the North boundary of the above described property a distance of 330 feet thence in a generally Easterly direction parallel to said North boundary of the above described property a distance of 198 feet, thence Northerly perpendicular to said North boundary of the above described property a distance of 330 feet; thence Westerly along said North boundary of the above described property a distance of 198 feet to the point of beginning, containing 1½ acres more or less, together with the dwelling and structures thereon situated, together with an easement for pedestrian and vehicular purposes over and across the above described property on the existing roadways thereon for purposes of access from public roads and highways to the 1½ acre parcel in which a life estate is herein reserved, said life estate to continue until the death of the survivor of Grantors, at which time all of the reserved interest of Grantors in the said 1½ acre parcel and easements herein referred to shall cease and terminate.

FILED
JAN - 5 1969
LAURENCE P. HENIGAN, Clerk
By PETE R. LUCAS
Deputy

RESOLUTION NO. 69- 236

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~xxxxxx~~) Agricultural Preserve No. 42 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) ~~(xxxxxxxxxxxxxx)~~ of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 42 is hereby declared (established) (~~xxxxxxxx~~) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Applicant: Wells Fargo Bank N.A., Co-Trustee of S.H. Cowell Foundation

LEGAL DESCRIPTION

The South one-half (S 1/2) and the North-west one-quarter (NW 1/4) of Section Three (3); all of Section Four (4); all of Section Five (5); the North-east one-quarter (NE 1/4), the East half (E 1/2) of the South-east one-quarter (SE 1/4) and the North-west one-quarter (NW 1/4) of the South-east one-quarter (SE 1/4) of Section Six (6); the North one-half (N 1/2) of Section Eight (8); the North one-half (N 1/2) of Section Nine (9); the North one-half (N 1/2) of Section Ten (10); and the Northwest one-quarter (NW 1/4) of Section Eleven (11) - all in Township Nine (9) North, Range Two (2) West, Mount Diablo Base and Meridian.

The South-east one-quarter (SE 1/4) of Section Thirty-one (31); the Southeast one-quarter (SE 1/4), the East half (E 1/2) and the West Half (W 1/2) of the Southwest one-quarter (SW 1/4) of Section Thirty-two (32); the South one-half (S1/2) of Section Thirty-three (33); and the Southwest one-quarter (SW 1/4) of Section Thirty-four (34) - all in Township Ten (10) North, Range Two (2) West, Mount Diablo Base and Meridian.

The Fractional South 1/2 of Section Nineteen (19); All of Section Twenty-Nine (29); The North 1/2 and the South-west 1/4 of Section Thirty (30); The North 1/2 of Section Thirty-two (32); The North-west 1/4 of Section Thirty-three (33) all in Township Ten (10) North, Range Two (2) West; and the North-east 1/4 of Section Twenty-five (25) Township Ten (10) North, Range Three (3) West; containing in all 1785 acres more or less.

E. 1/2 of S.W. 1/4 and Lot 7 of Section 6; S.E. 1/4 and S. 1/2 of N.E. 1/4 and E. 1/2 of W. 1/2, and Lots 1, 2, 3 and 4 of Section 7; S.E. 1/4 and N. 1/2 of S.W. 1/4 and S.E. 1/4 of S.W. 1/4 and S.W. 1/4 of S.E. 1/4 of Section 8; S. 1/2 of Section 9; S.1/2 of S.E. 1/4 and N.E. 1/4 of S.E. 1/4 of Section 10; S.1/2 of Section 11; S.W. 1/4 of Section 12; W.1/2 of Section 13; All of Section 14; All of Section 15; All of Section 16; All of Section 17; N.E. 1/4 and N. 1/2 of S. 1/2; S.E. 1/4 of S.W. 1/4 and S. 1/2 of S.E. 1/4; S.W. 1/4 of N.W. 1/4 and E. 1/2 of N.W. 1/4 and Lots 1 and 4 of Section 18; E. 1/2 and S.E. 1/4 of S.W. 1/4 of Section 19; All of Section 20; All of Section 21; All ofSection 22; All of Section 23; N.W. 1/4 of Section 24; All in Township 9 North, Range 2 West, M. D. B. & M.

Also all rights of way and easements reserved in that certain Deed, dated December 24, 1913 between Elma S. Rice and Arthur Scott, parties of the first part and Clarence Scott, party of the second part and recorded in Book 83 of Deeds at Page 618, Records of Yolo County, California.

The above described property is also known as the following Assessor's Parcel Nos.:

21-390-01, 21-450-08, 21-470-01, 21-470-03, 21-470-04, 21-470-07, 21-470-08, 21-470-09, 21-470-10, 21-470-11, 21-470-12, 21-480-01, 21-480-03, 21-480-04, 21-480-05, 21-480-09, 21-500-03, 21-500-04, 21-500-05, 21-500-06, 21-500-07, 21-500-08, 21-500-09, 21-510-01, 21-510-02, 21-510-03, 21-510-04, 21-510-05, 21-510-08, 21-690-01, 21-690-02, 21-690-09, 21-690-10, 21-690-11, 21-720-16

EXHIBIT "A" (CONT'D)

Property Owners: Adelene D. Scott and Margaret S. Chapman

Parcel No. 21-490-07

The SE¼ of Section 13, T9N, R3W, MD.B.&M., containing 160 acres.

Property Owners: F. W. & Grace Nissen - Parcel No. 21-390-02:

PARCEL I: Beginning at the southwest corner of the north half of the northeast quarter of Section thirty four and running thence North twenty-six chains and twenty feet, thence east ten chains and forty-seven and one-half feet; thence south twenty-eight chains and twelve feet, thence west ten chains and forty-seven and one-half feet to the place of beginning, being a portion of the north half of the northeast quarter of Section thirty-four (34) and a portion of Lot Four (4) in Section twenty-seven (27), in Township ten north of Range two west, Mount Diablo Meridian, containing about twenty-nine (29) acres, being the same property described in a deed from Robert Clooney to R. B. Nissen, dated February 3rd, 1885, and recorded in the office of the County Recorder of the County of Yolo, State of California, in Book 38 of Deeds, at page 106.

PARCEL II: The Northwest one-quarter (NW 1/4) of Section Thirty-four (34), Township Ten (10) north, Range Two (2) West, M.D.B.& M.

Property Owners: Thomas Ferro, Jr., Helen Ferro and Donald A. Ferro

Parcel Nos. 21-370-79; 21-520-05; 21-520-50; and 21-510-07 being more particularly described as follows:

The SW¼ of Section 7, and the NW¼ and the S½ of Section 18, T9N, R1W, and the SE¼ of Section 13, T9N, R2W, M.D.B.&M., containing 778 acres, more or less.

Property Owners: Floyd B. & Anna C. Rice:

Parcel No. 21-520-08

The N½ and the SW¼ of Section 17, T9N, R1W, MD.B.&M., containing 480 acres.

EXHIBIT"A" (CONT'D)

Property Owner: Lillian W. Colburn:

Parcel Nos. 21-510-09; 21-520-02; 21-520-03; and 21-520-04 being more particularly described as follows:

The NE¼ of Section 24, T9N, R2W, and the N½ and the SE¼ of Section 19, and the NE¼ of Section 20, T9N, R1W, M.D.B.&M., containing 797 acres, more or less.

Property Owners: V. M. Nissen, C. R. Nissen, Jr., V. N. Phillips, and C. R. Nissen:

Parcel No. 21-390-07

The S½ of the NE¼ and the SE¼ of Section 34, T10N, R2W, MD.B.&M., containing 240 acres.

Property Owners: William G. Black & Jean Black:

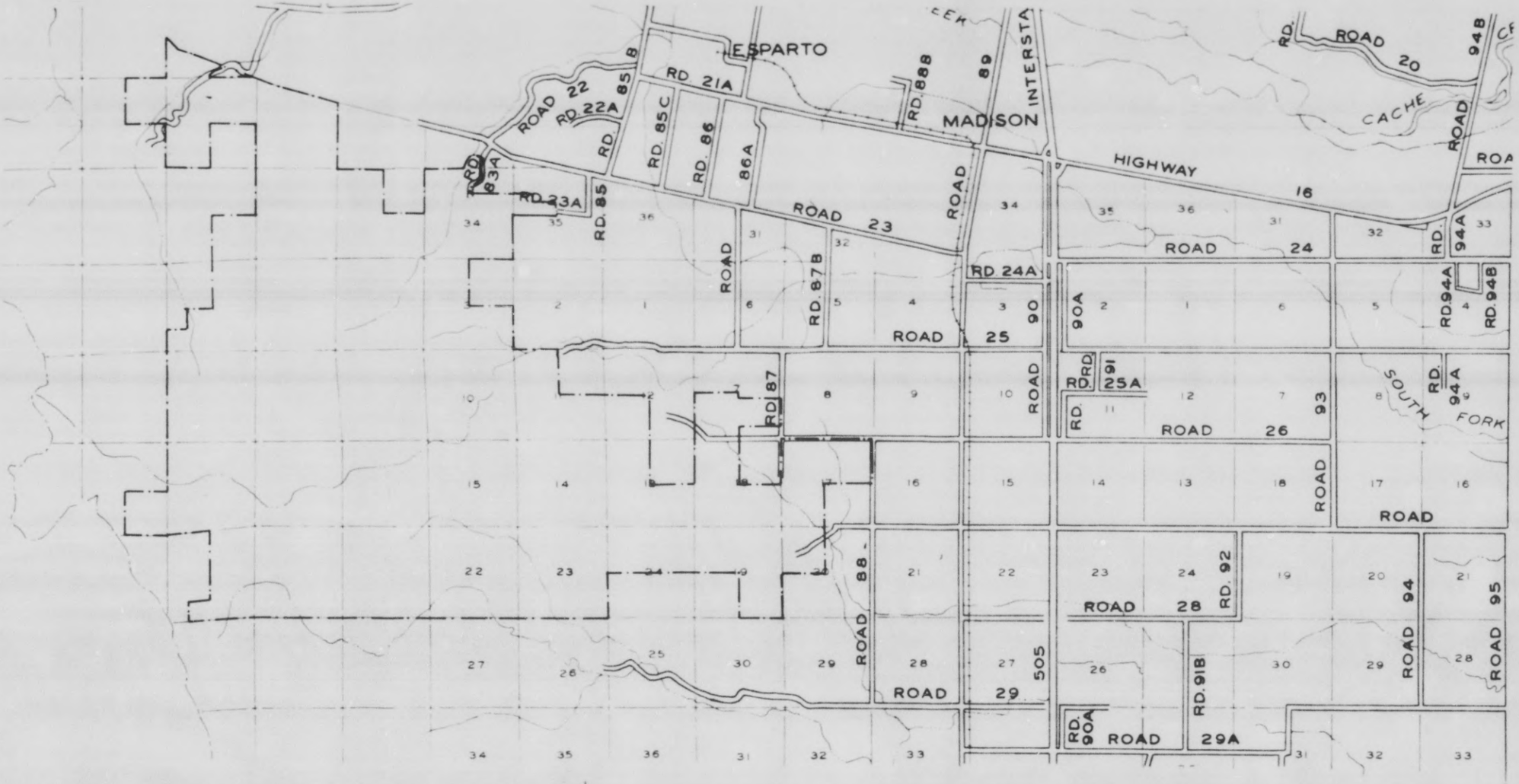
Parcel Nos. 21-390-09; 21-390-10; and 21-390-11 being more particularly described as follows:

The SW¼ and the S½ of the SE¼ of the NW¼ of Section 35, T10N, R2W, M.D.B.&M., containing 60 acres, more or less.

Property Owner: Chester D. Parker:

Parcel No. 21-370-60

The S½ of the N½ and the N½ of the S½ of the SE¼ of Section 7, T9N, R1W., M.D.B.&M.



COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 42

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 64-256
ADOPTED ON DECEMBER 15, 1969.

DECEMBER 15TH 1964
DATE

CLERK OF THE BOARD

EXHIBIT "B"

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk

By PATRICIA LUCAS Deputy

RESOLUTION NO. 69-237

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 42 pursuant to said Act by Resolution No. 69- 236 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 15, 1969, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE T. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Applicant: Wells Fargo Bank N.A., Co-Trustee of S.H. Cowell Foundation

LEGAL DESCRIPTION

The South one-half (S 1/2) and the North-west one-quarter (NW 1/4) of Section Three (3); all of Section Four (4); all of Section Five (5); the North-east one-quarter (NE 1/4), the East half (E 1/2) of the South-east one-quarter (SE 1/4) and the North-west one-quarter (NW 1/4) of the South-east one-quarter (SE 1/4) of Section Six (6); the North one-half (N 1/2) of Section Eight (8); the North one-half (N 1/2) of Section Nine (9); the North one-half (N 1/2) of Section Ten (10); and the Northwest one-quarter (NW 1/4) of Section Eleven (11) - all in Township Nine (9) North, Range Two (2) West, Mount Diablo Base and Meridian.

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Also all rights of way and easements reserved in that certain Deed, dated December 24, 1913 between Elma S. Rice and Arthur Scott, parties of the first part and Clarence Scott, party of the second part and recorded in Book 83 of Deeds at Page 618, Records of Yolo County, California.

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EXHIBIT "A" (CONT'D)

Property Owners: Adelene D. Scott and Margaret S. Chapman

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The SE¼ of Section 13, T9N, R3W, MD.B.&M., containing 160 acres.

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The SW¼ of Section 7, and the NW¼ and the S½ of Section 18, T9N, R1W, and the SE¼ of Section 13, T9N, R2W, M.D.B.&M., containing 778 acres, more or less.

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EXHIBIT"A" (CONT'D)

Property Owner: Lillian W. Colburn:

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Property Owners: William G. Black & Jean Black:

Parcel Nos. 21-390-09; 21-390-10; and 21-390-11 being more particularly described as follows:

The SW¼ and the S½ of the SE¼ of the NW¼ of Section 35, T10N, R2W, M.D.B.&M., containing 60 acres, more or less.

Property Owner: Chester D. Parker:

Parcel No. 21-370-60

The S½ of the N½ and the N½ of the S½ of the SE¼ of Section 7, T9N, R1W., M.D.B.&M.

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By PETTY E. LUCAS, Deputy

RESOLUTION NO. 69- 238

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~xxxxxxxx~~) Agricultural Preserve No. 41 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) (~~xxxxxxxxxx~~) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 41 is hereby declared (established) (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or charge on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

The following persons jointly own the 2200 acres of land described below:

George Durst, John H. Durst, Oscar M. Durst, Ruth M. Durst, Harriet M. Durst, Melvin A. Durst, Mayne M. Durst, Freda D. Jungerman, Edna Benbow, Wilma L. Crook.

Subject 2200 acres includes the following Parcel Nos. 18-040-09; 18-040-10; 18-050-02; 18-050-03; 18-050-04; 18-050-06; 18-060-03, being more particularly described as follows:

The E½ of Section 21; and the S¼ of Section 15; and all of Section 22; and all of Section 23; and the N½ of Section 26, T12N, R2W, M.D.B.&M., containing 2200 acres, more or less.

Property Owner: George Durst:

Parcel Nos. 18-040-12 and 18-050-05 being more particulary described as follows:

The SW¼ of the SE¼ of Section 21; and all of Section 14, T12N, R2W, M.D.B.&M, containing 680 acres, more or less.

Property Owner: Oscar M. Durst

Parcel Nos. 18-390-19; 18-390-31; and 21-780-01, being more particularly described below:

The SE¼ of Section 35; and the SW¼ of Section 36, T12N, R2W, M.D.B.&M.; and the N½ of the NE¼ of Section 2, T10N, R1W, M.D.B.&M., containing 397 acres, more or less.

EXHIBIT "A" (CONT'D)

Property Owners: Oscar M. & Jean A. Durst

Parcel Nos. 18-350-05; 18-360-10; 18-370-07; 18-380-03; 18-380-06; 18-380-16; and 18-380-17 being more particularly described as follows:

The S½ of the NE¼ and the N½ of the SE¼ of Section 10; and the S½ of the SW¼ of Section 9; and all of Section 16; and the N½ and the SE¼ of the NW¼ of Section 22; and the NE¼ of Section 22; and the N½ of the SE¼ of Section 22; and the Southerly 1722.04' of Section 14; and the S½ of Section 15 and the S½ of the N¼ of Section 15, T11N, R2W, containing 1931 acres, more or less.

Property Owners: Melvin A. & Eleanor L. Durst

Parcel Nos. 18-370-10 and 18-380-04, being more particularly described as follows:

The S½ of the NE¼ and the N½ of the SE¼ of Section 21; and the The SW¼ of the NW¼ of Section 22; and the SW¼ of Section 22; and the S½ of the SE¼ of Section 22, T11N, R2W, M.D.B.&M., containing 440 acres, more or less.

Property Owners: Robert L. & Mamie D. Keisler

Parcel Nos. 18-370-11; 18-390-01; 18-390-03; and 18-400-06, being more particularly described as follows:

The E½ of the SW¼ and the S½ of the SE¼ of Section 21; and the N½ of the NW¼ and the E½ of Section 27; and the N½ of the NE¼ of Section 34; and the N½ of the NE¼ of Section 28; T11N, R2W, M.D.B.&M., containing 720 acres, more or less.

EXHIBIT "A" (CONT'D)

Property Owner: Jean M. Kelly

Parcel No. 18-380-15, being more particularly described as follows:

The S½ of the SE¼ of Section 24, T11N, R2W, M.D.B.&M., containing 80 acres, more or less.

Property Owner: Hazel M. Hayes

Parcel No. 18-350-13, being more particularly described as follows:

The NE¼ of Section 11, T11N, R2W, M.D.B.&M. containing 160 acres more or less.

Property Owners: William M. & Hazel M. Hayes

Parcel Nos. 18-050-09; 18-050-11; 18-380-14; 19-191-02; 19-191-05; 19-191-12 and 19-191-26, being more particularly described as follows:

That portion of Section 13 lying easterly of County Road 86; and that portion of Section 24 lying easterly of County Road 86; and The W½ of Section 17; and all of Section 19; and all of Section 20; and

All of Section 18, Township 12 North, Range 1 West, M.D.B.& M.

EXCEPTING THEREFROM: All that portion of the West one-half of Section 18, Township 12 North, Range 1 West, M.D.B.&M., as conveyed to the Pacific Telephone and Telegraph Company, a corporation, by deed dated August 1, 1966, recorded September 14, 1966 in Book 836 of Official Records at page 698, described as follows:

BEGINNING at the West one-quarter corner of said Section 18; thence, from said point of beginning along the West line of said Section 18, North 00° 24' 45" East 176.04 feet; thence, leaving said West line North 89° 59' 13" East 1500.13 feet; thence, parallel with the West line of the Southwest one-quarter of said Section 18, South 00° 40' 45" West 1300.12 feet to a point in the centerline of County Road No. 6; thence, along said centerline the following three (3) courses and distances; (1) North 89° 45' 33" West 491.54 feet, (2) along the arc of a tangent curve to the left, concave Southerly and having a radius of 2000.00 feet, said arc being subtended by a chord bearing South 80° 11' 34" West 697.89 feet and (3) tangent to said curve South 70° 08' 42" West 343.25 feet to a point in the West line of said Southwest one-quarter of Section 18; thence, along said West line North 00° 40' 45" East 1357.14 feet to the point of beginning, containing an area of 46.6 acres, more or less.

And the NE¼ and the N½ of the SE¼ of Section 24, T11N, R2W, M.D.B.&M., containing 2396 acres, more or less.

EXHIBIT "A" (CONT'D)

Property Owner: Edith A. Mast - Parcel No. 18-370-07 & 09:

The Northwest Quarter of Section 11, Township 11 North, Range 2 West, M.D.B.& M., and the Southeast Quarter of Section 2 and the South Half of the Northeast Quarter of Section2, T11N, R2W, M.D.B.& M., containing 390 acres, more or less.

Assessor's Parcel Numbers:

18-360-04-1 308	18-370-09-1 ✓ 240
18-440-11-1 17947	18-370-12-1 ✓ 92.93
18-370-01-1 ✓ 596	18-370-13-1 ✓ 639.98
18-370-05-1 ✓ 640	18-410-16-1 ✓ 80

Legal description as follows:

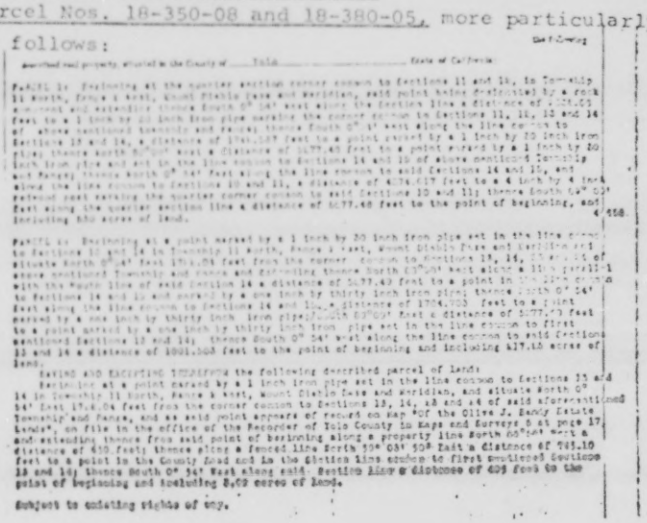
The South one-half ($S\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 12; the North one-half ($N\frac{1}{2}$) of the Northeast one-quarter ($NE\frac{1}{4}$), the Southeast one-quarter ($SE\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) and a portion of the Southeast one quarter ($SE\frac{1}{4}$) of Section 13, Township 11 North, Range 3 West, M. D. B. & M.; and the South one-half ($S\frac{1}{2}$) of the South one-half ($S\frac{1}{2}$) of Section 7; the South one-half ($S\frac{1}{2}$) of the South one-half ($S\frac{1}{2}$) of Section 8; Section 17; Section 18; the East one-half ($E\frac{1}{2}$) and a portion of the Northwest one-quarter ($NW\frac{1}{4}$) of Section 19; Section 20; the Northwest one-quarter ($NW\frac{1}{4}$) and the West one-half ($W\frac{1}{2}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of Section 21, Township 11 North, Range 2 East, M. D. B. & M.

The following persons jointly own the above described property:

George Stephens, J. Dudley Stephens, and Doris Driver

Property Owner: Maurine Merritt

Parcel Nos. 18-350-08 and 18-380-05, more particularly described as follows:



Property Owner: Wells Fargo Bank, Trustee for the Estate of Louise Merritt

Parcel Nos. 18-350-03 18 380-01

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

The South Half of the Southeast Quarter of Section 10; the Southwest Quarter of Section 10; and the North Half of the North Half of Section 15, all in Township 11 North, Range 2 West, M. D. B. & M.

PARCEL 2:

The Northeast Quarter of Section 6, Township 10 North, Range 1 West, M. D. B. & M.

Property Owner: Wells Fargo Bank, Trustee for the Estate of Louise Merritt

Assessor's Parcel Nos. 18-360-02; 18-360-03; 18-360-05; 18-360-06; 18-360-07; 18-360-08; 18-360-09 and 18-410-13:

All that real property in the County of Yolo, State of California, described as follows:

Lot 1; and the Southeast Quarter of the Northeast Quarter of Section 1, Township 11 North, Range 3 West, M. D. B. & M.

The Northwest Quarter; and the Southwest Quarter of Section 4, Township 11 North, Range 2 West, M. D. B. & M.

All of Section 5, Township 11 North, Range 2 West, M. D. B. & M.

All of Section 6, Township 11 North, Range 2 West, M. D. B. & M., EXCEPTING THEREFROM the Southwest Quarter of the Northeast Quarter thereof.

The North Half; and the North Half of the South Half of Section 7, Township 11 North, Range 2 West, M. D. B. & M.

The North Half; and the North Half of the South Half of Section 8, Township 11 North, Range 2 West, M.D.B. & M.,

The Southeast Quarter; the Northwest Quarter; and the North Half of the Southwest Quarter of Section 9, Township 11 North, Range 2 West, M. D. B. & M.

EXHIBIT "A" (CONT'D)

Property Owner: Guardianship of Fred Hamblet, by Mabel Jose & Marilyn J. Mast

Parcel Nos. 18-060-04; 18-060-05; 18-060-07; 18-060-08; 18-060-12; 18-350-06; 18-390-04; 18-400-09; 21-770-07; 21-780-02 described as follows:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL I

The North one-half of Section 3; and the East one-half of the Southeast quarter of Section 3; Lot 1 of the fractional Northeast quarter of Section 10, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL II

The South one-half of Section 2; the Northwest quarter of Section 2; and the South one-half of the Northeast quarter of Section 2,

EXCEPTING THEREFROM that portion of the South one-half of said Section 2, conveyed to P. N. Ashley, by deed dated September 13, 1911, recorded October 21, 1911 in Book 77 of Deeds at Page 592, described as follows:

BEGINNING at an iron stake in the center of County Road, leading Northerly from Capay, and at the intersection of the North line of the Rancho Canada de Capay, said stake being the Northwest corner of a tract of land now or formerly owned by L. M. Duncan, and running thence North along the center line of said road, 1475 feet to another iron stake; thence East 31.1 feet to the Northwest corner of the South half of the South half of Section 1, Township 10 North, Range 2 West; thence South to the North boundary of said Rancho; thence Westerly, along said Rancho line, to the point of beginning.

PARCEL II (A)

The fractional Northwest quarter of Section 11 and the fractional Northeast quarter of Section 11, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL III

The Southeast quarter of Section 33, the East one-half of the Southwest quarter of Section 33; all in Township 11 North, Range 2 West, M. D. B. & M.

PARCEL IV

The South one-half of Section 34; the Southwest quarter of Section 35; all in Township 11 North, Range 2 West, M. D. B. & M.

EXHIBIT "A" (CONT'D)

Guardianship of Fred Hamblet cont.

PARCEL V

The West one-half of Section 2, Township 11 North, Range 2 West, M. D. B. & M., and the North half of the Northeast Quarter of Section 3, Township 11 North, Range 2 West, M. D. B. & M.

PARCEL VI

The Southeast Quarter of Section 35, Township 12 North, Range 2 West, M. D. B. & M.

PARCEL VII

A tract in the Northeast corner of the Northeast Quarter of Section Thirty-five, Township 12 North, Range 2 West, containing 1.00 acres, more or less.

PARCEL VIII

West half of Section Twenty-five; West half of Section Thirty-six, Township 12 North, Range 2 West, M. D. B. & M.

EXCEPTING THEREFROM that portion of the Northwest quarter of Section 25, lying North of the County Road, Township 12 North, Range 2 West, M. D. B. & M. as granted to Russell P. Hamblet by Deed recorded September 21, 1950 in Book 329, Page 369 of Official Records.

PARCEL IX

South half of Section 26, Township 12 North, Range 2 West, Mount Diablo Base and Meridian.

PARCEL X

Northwest quarter of Section 35, Township 12 North, Range 2 West, Mount Diablo Base and Meridian. The Southwest Quarter of Section 35, Township 12 North, Range 2 West.

Guardianship of Fred Hamblet cont.

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL I

The North one-half of Section 3; and the East one-half of the Southeast quarter of Section 3; Lot 1 of the fractional Northeast quarter of Section 10, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL II

The South one-half of Section 2; the Northwest quarter of Section 2; and the South one-half of the Northeast quarter of Section 2,

EXCEPTING THEREFROM that portion of the South one-half of said Section 2, conveyed to P. N. Ashley, by deed dated September 13, 1911, recorded October 21, 1911 in Book 77 of Deeds at Page 592, described as follows:

BEGINNING at an iron stake in the center of County Road, leading Northerly from Capay, and at the intersection of the North line of the Rancho Canada de Capay, said stake being the Northwest corner of a tract of land now or formerly owned by L. M. Duncan, and running thence North along the center line of said road, 1475 feet to another iron stake; thence East 31.1 feet to the Northwest corner of the South half of the South half of Section 1, Township 10 North, Range 2 West; thence South to the North boundary of said Rancho; thence Westerly, along said Rancho line, to the point of beginning.

PARCEL II (A)

The fractional Northwest quarter of Section 11 and the fractional Northeast quarter of Section 11, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL III

The Southeast quarter of Section 33, the East one-half of the Southwest quarter of Section 33; all in Township 11 North, Range 2 West, M. D. B. & M.

PARCEL IV

The South one-half of Section 34; the Southwest quarter of Section 35; all in Township 11 North, Range 2 West, M. D. B. & M.

EXHIBIT "A" (CONT'D)

Property Owner: Mrs. Elden Hamblet

Parcel Nos. 18-040-02; 18-040-04; 18-040-11; 18-050-08; 18-050-12; 18-060-13; 18-070-01; 18-070-02; 18-130-16; 18-130-17; 18-130-18; 18-130-20; 18-410-10, being more particularly described as follows:

All of Section 19; and all of Section 20; and the W½ of Section 21; and the N½ of the N½ of Section 13, excepting therefrom that portion of Section 13 lying easterly of County Road 86; and all that portion of Section 24 lying westerly of County Road 86, excepting therefrom the following described property:

A tract or parcel of land located in the SE 1/4 of Sec. 24, T 12 N, R 2 W, MDB&M, described as follows: BEGINNING at the intersection of the center line of County Road No.86 and the S. line of said Sec. 24, said pt. bears N. 89°54' 37" W. 482 ft. from the SE corner of said Sec. 24-th. N. 89° 54' 37" W., along the S. line of said Sec. 24, a distance of 389.98 ft.-th. leaving said Section line, N. 14° 26' 54" W. 225.13 ft.-th. N. 28° 30' 08" W. 1,032.17 ft.-th. N. 68° 24' 05" E. 305.02 ft.-th. S. 34° 59' 19" E. 237.40 ft.-th. N. 71° 33' 48" E. 48.75 ft.-th. S. 89° 52' 39" E. 169.95 ft.-th. N. 66° 318 26" E. 104.04 ft.-th. N. 56° 20' 21" E. 71.47 ft.-th. E. 46° 42' 12" E. 212.08 ft. to a pt. in the centerline of County Road No. 86-th. S. 4° 58' 52" W., along said center line 468.92 ft.-th. S. 2° 30' 00" E. continuing along said centerline, 738.00 ft. to the pt. of beginning and containing 16.96 acres, more or less (OMIT)

And including that portion of the NW¼ of Section 25 lying northerly of County Road 8; and all of Section 30; and all of Section 31; and the NE¼ of the NW¼ and the NE¼ and the S½ of Section 25; and the E½ of the SW¼ of Section 26; and the N½ and the SE¼ of the NW¼ of Section 35; and the SE¼ of the NE¼ and the N½ of the SW¼ and the SW¼ of the SW¼ of Section 35; and all of Section 36, T12N, R2W,; and the N½ and the SE¼ of the NE¼ of Section 1, T11N, R2W, M.D.B.&M. CONTAINING 4440 acres, more or less.

Property Owner: John E. Roth

Parcel No. 18-390-38:

The SW¼ of Section 25, T11N, R2W, M.D.B.&M., containing 160 acres.

EXHIBIT "A" (CONT'D)

Property Owners: Josef & Maria Hromada

Parcel No. 18-390-37:

The N½ of the NE¼ of Section 26, T11N, R2W, M.D.B.&M., containing 76 acres, more or less.

Property Owners:
Edward & Patricia Gammel

Parcel No. 18-290-39

The SE¼ of Section 26 and the S½ of the NE¼ of Section 26, T11N, R2W, M.D.B.&M., containing 243 acres, more or less.

Property Owner
Grace O. Harling

Parcel No. 18-390-18:

The NE¼ of Section 35, T11N, R2W, M.D.B.&M. containing 158 acres, more or less.

Property Owners: Margaret Rothe Koontz, Lorraine Rothe Kerr, and John E. Rothe.

Parcel No. 18-390-21:

The SE¼ of Section 25, T11N, R2W, M.D.B.&M., containing 160 acres.

EXHIBIT "A" (CONT'D)

Property Owners: C. G. Roth & T. H. Roth

Parcel No. 18-390-20:

The N½ of Section 25, T11N, R2W, M.D.B.&M., containing 312 acres, more or less.

Property Owners: John T. Foster, Ima Mae Fisher, and Alma Reel Foster

Parcel Nos. 18-380-08 and 18-380-10:

The S½ of Section 23; and the NW¼ of Section 24, T11N, R2W, M.D.B.&M., containing 471 acres, more or less.

Property Owner: N. Faye Brannen

Parcel No. 18-380-11:

The SW¼ of Section 24, T11N, R2W, M.D.B.&M., containing 160 acres.

EXHIBIT "A" (CONT'D)

Property Owners: Frederick B. Abele and Elizabeth M. Stone

Parcel Nos. 18-060-10; 19-250-01; 19-250-02; 19-250-03; 19-250-05; 19-250-08; 19-250-09; 19-300-03:

E 1/2 of Section 25, T. 12 N. R. 2 W. - 320 acres

W 1/2 and W. 152 acres of E 1/2 of Section 30, T 12 N. R. 1 W. - 430 acres

E 168 acres of E 1/2 of Section 30 T. 12 N. R.1W. - 168 acres

All of Section 29 T. 11 N. R 1 W. - 634 acres

Part of SW 1/4, excluding 67-1/2 acres deeded to May W. Bemmerly, Section 28, T. 12 N. R. 1 W. - 92.5 acres

West 210 acres of W 1/2 of Section 33, T. 12 N. R. 1 W. 210 acres

N 1/2 and S.E. 1/4 of Section 32, T. 12 N. R. 1 W. - 476 acres

N 1/2 of S.E. 1/4 of N. E. 1/4 of Section 5, T. 11 N. R. 1 W. - 97 acres

Property Owner: Richard W. Powers:

Parcel No. 18-060-06 and 19-191-04, being more particularly described as follows:

The NE¼ of Section 35, T12N, R2W, and the SE¼ of Section 17, T12N, R1W, M.D.B.&M., containing 320 acres, more or less.

Property Owner: J. Roger & Myrtis Weidemier

Parcel No. 18-050-07, being more particularly described as follows:

The N½ of the S½ of Section 13, and the S½ of the NE¼ of Section 13, T12N, R2W, M.D.B.&M., containing 240 acres, more or less.

EXHIBIT "A" (CONT'D)

Property Owner: O. T. McGrew

Parcel No. 18-010-05 and 18-010-08, being more particularly described as follows:

The E½ of the NW¼ and the NE¼ of the SE¼ and the NE¼ of Section 10, and the W½ and the NE¼ of the NW¼ of Section 11, T12N, R2W, M.D.B.&M., containing 400 acres, more or less.

Property Owner: Orville H. Gerdes

Parcel No. 18-023-05 20 Acres

Lots 85-86, Almond Acres

Parcel No. 18-023-06 19.15 Acres

Lots 87 and 88 - Almond Acres; Excepting therefrom that portion conveyed to Marshall E. Long et ux 751 O.R., Page 52 contg. 0.84 acres M/L

Parcel No. 18-023-07 6.84 Acres

E. 6 Acres of Lot 89, Almond Acres
Also, beginning in a 2" iron pipe monument located at the NW corner of Lot 88, Almond Acres, as shown on the official map thereof, filed for record in the office of the Yolo County Recorder on June 2, 1913, in Book 2, of Maps at page 77, and running th. S. along the W. line of said Lot 230 ft. - th. N. 55° E. 400 ft. to the NE corner of said Lot 88, th. W. along the N. line of said Lot 320 ft. to the pt. of beg.

Property Owner: Elizabeth A. Payne

Parcel Nos. 18-021-01; 18-021-02; 18-022-01; 18-022-02; 18-022-03; 18-022-04; 18-023-01; 18-024-02; 18-024-03; and 18-025-01, being more particularly described as follows:

PARCEL 2: The East 2 acres of Lot 67 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 3: The North 2 acres of Lot 90 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 4: Lots 1, 2, 3, 10, 11, 12, 13, 14, 15, 16 to 65 inclusive, 68, 69, 72, 74, 75, 76, 77, 78, 79, 80, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 and the West 8 acres of Lot 17 and the West 8 acres of Lot 70 and the East 8 acres of Lot 81 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, Page 77 on June 2, 1913.

PARCEL 5: Lot 66 and the West 8 acres of Lot 67 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 6: Lots 4, 5, 6, 7, 8 and 9 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, Page 77 on June 2, 1913.

PARCEL 7: Lots 73, 16, and the East 2 acres of Lot 17 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 8: Lot 82 and the Westerly 66 feet of Lot 81 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77, on June 2, 1913.

EXHIBIT "A" (CONT'D)

Property Owners: Wendall W. & Elizabeth A. Payne

Parcel Nos. 18-010-04, 18-030-08 and 18-030-09 being more particularly described as follows:

The N½ of the NW¼ of Section 10, and the S½ of Section 4, and the NE¼ of Section 9, T12N, R2W, M.D.B.&M., containing 556 acres, more or less.

Property Owner: William C. Payne
Parcel No. 18-022-05:

That parcel of real property described in the deed recorded in the office of the Yolo County Recorder in Book 793 of Official Records at Page 700 Yolo County Records.

Property Owner: Bank of America NT&SA, Trustee under the Will of Charles A. Hufford:
Parcel Numbers: 18-070-06-1; 18-070-05-1; 18-070-04-1; 18-070-03-1; 18-060-02-1; 18-060-01-1; 18-350-01-1; 18-360-11-1:

All that real property situate in the County of Yolo, State of California, more particularly described as follows:

Sections 27, 28, 29, 32, 33, 34 of Township 12 North, Range 2 West, M.D.B.&M. The East one-half of Section 4 and the West one-half of Section 3 and the North one-half of the Northeast one-quarter of Section 3, of Township 11 North, Range 2 West, M.D.B.&M.

Property Owner: Lowell E. Mast

Parcel No. 18-350-04 and 18-350-14:

The SW¼ of Section 1, and the SE¼ and the S½ of the NE¼ of Section 3, and the N½ of the NE¼ of Section 10, T11N, R2W, M.D.B.&M., containing 480 acres of land, more or less.

EXHIBIT "A" (CONT'D)

Property Owner: Santi Properties Inc., by Plarida S. Miguel, Secretary

Parcel No. 21-780-03:

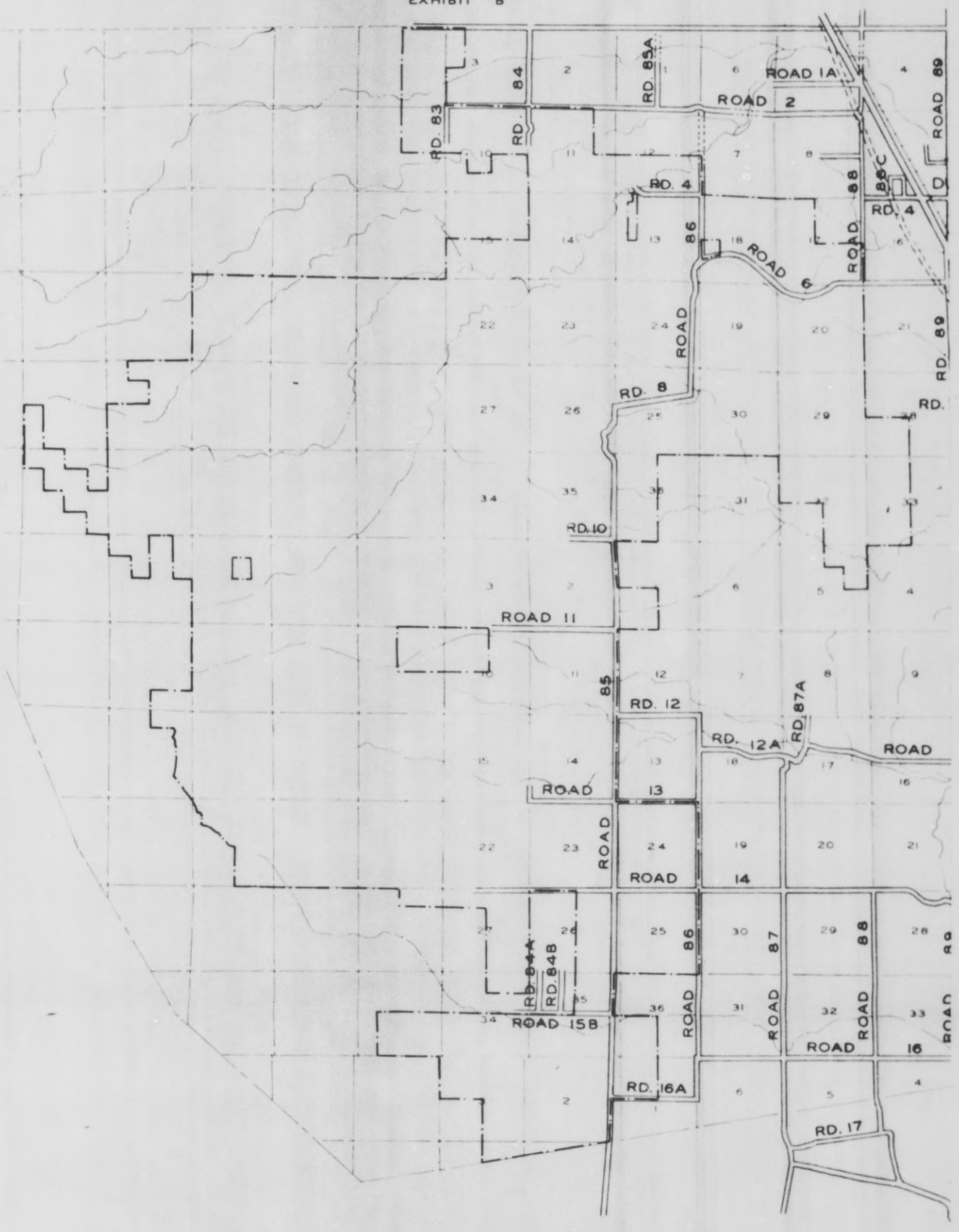
The NW¼ of Section 1, T10N, R1W, M.D.B.&M., containing 160 acres.

Property Owners: William Raymond Zimmerman and Cecile Davies

Parcel Nos. 18-380-07 and 18-370-08 being more particularly described in the following:

The N½ of Section 23, and the N½ of the NE¼ of Section 21, T11N, R2W, M.D.B.&M., containing 394 acres, more or less.

EXHIBIT "B"



SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 41

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-238 ADOPTED ON DECEMBER 15, 1969.

DECEMBER 15th 1969
DATE

CLERK OF THE BOARD

FILED

JAN - 5 1970

LAWRENCE P. HENIGAN, Clerk

By PETE G. LUCAS, Deputy

RESOLUTION NO. 69-239

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 41 pursuant to said Act by Resolution No. 69- 238 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 15, 1969, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

The following persons jointly own the 2200 acres of land described below:

George Durst, John H. Durst, Oscar M. Durst, Ruth M. Durst, Harriet M. Durst, Melvin A. Durst, Mayne M. Durst, Freda D. Jungerman, Edna Benbow, Wilma L. Crook.

Subject 2200 acres includes the following Parcel Nos. 18-040-09; 18-040-10; 18-050-02; 18-050-03; 18-050-04; 18-050-06; 18-060-03, being more particularly described as follows:

The E½ of Section 21; and the S½ of Section 15; and all of Section 22; and all of Section 23; and the N½ of Section 26, T12N, R2W, M.D.B.&M., containing 2200 acres, more or less.

Property Owner: George Durst:

Parcel Nos. 18-040-12 and 18-050-05 being more particulary described as follows:

The SW¼ of the SE¼ of Section 21; and all of Section 14, T12N, R2W, M.D.B.&M, containing 680 acres, more or less.

Property Owner: Oscar M. Durst

Parcel Nos. 18-390-19; 18-390-31; and 21-780-01, being more particularly described below:

The SE¼ of Section 35; and the SW¼ of Section 36, T12N, R2W, M.D.B.&M.; and the N½ of the NE¼ of Section 2, T10N, R1W, M.D.B.&M., containing 397 acres, more or less.

EXHIBIT "A" (CONT'D)

Property Owners: Oscar M. & Jean A. Durst

Parcel Nos. 18-350-05; 18-360-10; 18-370-07; 18-380-03; 18-380-06; 18-380-16; and 18-380-17 being more particularly described as follows:

The S½ of the NE¼ and the N½ of the SE¼ of Section 10; and the S½ of the SW¼ of Section 9; and all of Section 16; and the N½ and the SE¼ of the NW¼ of Section 22; and the NE¼ of Section 22; and the N½ of the SE¼ of Section 22; and the Southerly 1722.04' of Section 14; and the S½ of Section 15 and the S½ of the N¼ of Section 15, T11N, R2W, containing 1931 acres, more or less.

Property Owners: Melvin A. & Eleanor L. Durst

Parcel Nos. 18-370-10 and 18-380-04, being more particularly described as follows:

The S½ of the NE¼ and the N½ of the SE¼ of Section 21; and the The SW¼ of the NW¼ of Section 22; and the SW¼ of Section 22; and the S½ of the SE¼ of Section 22, T11N, R2W, M.D.B.&M., containing 440 acres, more or less.

Property Owners: Robert L. & Mamie D. Keisler

Parcel Nos. 18-370-11; 18-390-01; 18-390-03; and 18-400-06, being more particularly described as follows:

The E½ of the SW¼ and the S½ of the SE¼ of Section 21; and the N½ of the NW¼ and the E½ of Section 27; and the N½ of the NE¼ of Section 34; and the N½ of the NE¼ of Section 28; T11N, R2W, M.D.B.&M., containing 720 acres, more or less.

EXHIBIT "A" (CONT'D)

Property Owner: Jean M. Kelly

Parcel No. 18-380-15, being more particularly described as follows:

The S½ of the SE¼ of Section 24, T11N, R2W, M.D.B.&M., containing 80 acres, more or less.

Property Owner: Hazel M. Hayes

Parcel No. 18-350-13, being more particularly described as follows:

The NE¼ of Section 11, T11N, R2W, M.D.B.&M. containing 160 acres more or less.

Property Owners: William M. & Hazel M. Hayes

Parcel Nos. 18-050-09; 18-050-11; 18-380-14; 19-191-02; 19-191-05; 19-191-12 and 19-191-26, being more particularly described as follows:

That portion of Section 13 lying easterly of County Road 86; and that portion of Section 24 lying easterly of County Road 86; and The W½ of Section 17; and all of Section 19; and all of Section 20; and

All of Section 18, Township 12 North, Range 1 West, M.D.B.& M.

EXCEPTING THEREFROM: All that portion of the West one-half of Section 18, Township 12 North, Range 1 West, M.D.B.&M., as conveyed to the Pacific Telephone and Telegraph Company, a corporation, by deed dated August 1, 1966, recorded September 14, 1966 in Book 836 of Official Records at page 698, described as follows:

BEGINNING at the West one-quarter corner of said Section 18; thence, from said point of beginning along the West line of said Section 18, North 00° 24' 45" East 176.04 feet; thence, leaving said West line North 89° 59' 13" East 1500.13 feet; thence, parallel with the West line of the Southwest one-quarter of said Section 18, South 00° 40' 45" West 1300.12 feet to a point in the centerline of County Road No. 6; thence, along said centerline the following three (3) courses and distances; (1) North 89° 45' 33" West 491.54 feet, (2) along the arc of a tangent curve to the left, concave Southerly and having a radius of 2000.00 feet, said arc being subtended by a chord bearing South 80° 11' 34" West 697.89 feet and (3) tangent to said curve South 70° 08' 42" West 343.25 feet to a point in the West line of said Southwest one-quarter of Section 18; thence, along said West line North 00° 40' 45" East 1357.14 feet to the point of beginning, containing an area of 46.6 acres, more or less.

And the NE¼ and the N½ of the SE¼ of Section 24, T11N, R2W, M.D.B.&M., containing 2396 acres, more or less.

EXHIBIT "A" (CONT'D)

Property Owner: Edith A. Mast - Parcel No. 18-370-07 & 09:

The Northwest Quarter of Section 11, Township 11 North, Range 2 West, M.D.B.& M., and the Southeast Quarter of Section 2 and the South Half of the Northeast Quarter of Section2, T11N, R2W, M.D.B.& M., containing 390 acres, more or less.

Assessor's Parcel Numbers:

18-360-04-1 308
18-440-11-1 0967
18-370-01-1 596
18-370-05-1 640
18-370-09-1 640
18-370-12-1 641.93
18-370-13-1 629.98
18-410-16-1 80

Legal description as follows:

The South one-half ($S\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 12; the North one-half ($N\frac{1}{2}$) of the Northeast one-quarter ($NE\frac{1}{4}$), the Southeast one-quarter ($SE\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) and a portion of the Southeast one quarter ($SE\frac{1}{4}$) of Section 13, Township 11 North, Range 3 West, M. D. B. & M.; and the South one-half ($S\frac{1}{2}$) of the South one-half ($S\frac{1}{2}$) of Section 7; the South one-half ($S\frac{1}{2}$) of the South one-half ($S\frac{1}{2}$) of Section 8; Section 17; Section 18; the East one-half ($E\frac{1}{2}$) and a portion of the Northwest one-quarter ($NW\frac{1}{4}$) of Section 19; Section 20; the Northwest one-quarter ($NW\frac{1}{4}$) and the West one-half ($W\frac{1}{2}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of Section 21, Township 11 North, Range 2 East, M. D. B. & M.

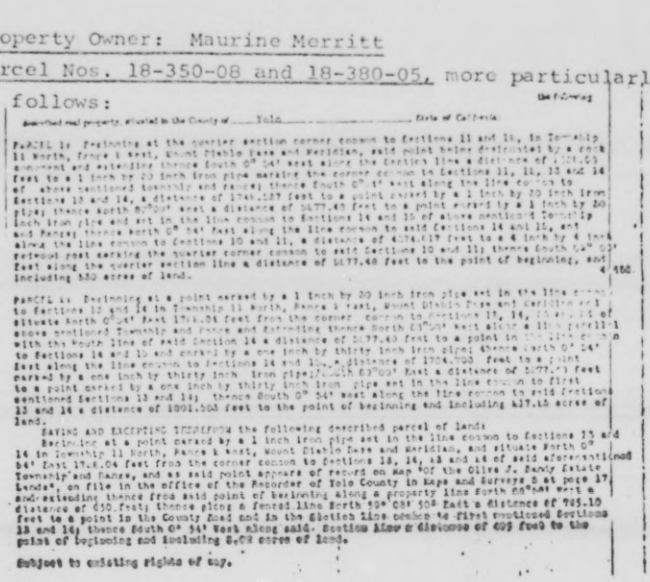
The following persons jointly own the above described property:

George Stephens, J. Dudley Stephens, and Doris Driver

EXHIBIT "A" (CONT'D)

Property Owner: Maurine Merritt

Parcel Nos. 18-350-08 and 18-380-05, more particularly described as follows:



Property Owner: Wells Fargo Bank, Trustee for the Estate of Louise Merritt

Parcel Nos. 18-350-03 18 380-01

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

The South Half of the Southeast Quarter of Section 10; the Southwest Quarter of Section 10; and the North Half of the North Half of Section 15, all in Township 11 North, Range 2 West, M. D. B. & M.

PARCEL 2:

The Northeast Quarter of Section 6, Township 10 North, Range 1 West, M. D. B. & M.

EXHIBIT "A" CONT'D

Property Owner: Wells Fargo Bank, Trustee for the Estate of Louise Merritt

Assessor's Parcel Nos. 18-360-02; 18-360-03; 18-360-05; 18-360-06; 18-360-07; 18-360-08; 18-360-09 and 18-410-13:

All that real property in the County of Yolo, State of California, described as follows:

Lot 1; and the Southeast Quarter of the Northeast Quarter of Section 1, Township 11 North, Range 3 West, M. D. B. & M.

The Northwest Quarter; and the Southwest Quarter of Section 4, Township 11 North, Range 2 West, M. D. B. & M.

All of Section 5, Township 11 North, Range 2 West, M. D. B. & M.

All of Section 6, Township 11 North, Range 2 West, M. D. B. & M., EXCEPTING THEREFROM the Southwest Quarter of the Northeast Quarter thereof.

The North Half; and the North Half of the South Half of Section 7, Township 11 North, Range 2 West, M. D. B. & M.

The North Half; and the North Half of the South Half of Section 8, Township 11 North, Range 2 West, M.D.B. & M.,

The Southeast Quarter; the Northwest Quarter; and the North Half of the Southwest Quarter of Section 9, Township 11 North, Range 2 West, M. D. B. & M.

EXHIBIT "A" (CONT'D)

Property Owner: Guardianship of Fred Hamblet, by Mabel Jose & Marilyn J. Mast

Parcel Nos. 18-060-04; 18-060-05; 18-060-07; 18-060-08; 18-060-12; 18-350-06; 18-390-04; 18-400-09; 21-770-07; 21-780-02 described as follows:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL I

The North one-half of Section 3; and the East one-half of the Southeast quarter of Section 3; Lot 1 of the fractional Northeast quarter of Section 10, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL II

The South one-half of Section 2; the Northwest quarter of Section 2; and the South one-half of the Northeast quarter of Section 2,

EXCEPTING THEREFROM that portion of the South one-half of said Section 2, conveyed to P. N. Ashley, by deed dated September 13, 1911, recorded October 21, 1911 in Book 77 of Deeds at Page 592, described as follows:

BEGINNING at an iron stake in the center of County Road, leading Northerly from Capay, and at the intersection of the North line of the Rancho Canada de Capay, said stake being the Northwest corner of a tract of land now or formerly owned by L. M. Duncan, and running thence North along the center line of said road, 1475 feet to another iron stake; thence East 31.1 feet to the Northwest corner of the South half of the South half of Section 1, Township 10 North, Range 2 West; thence South to the North boundary of said Rancho; thence Westerly, along said Rancho line, to the point of beginning.

PARCEL II (A)

The fractional Northwest quarter of Section 11 and the fractional Northeast quarter of Section 11, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL III

The Southeast quarter of Section 33, the East one-half of the Southwest quarter of Section 33; all in Township 11 North, Range 2 West, M. D. B. & M.

PARCEL IV

The South one-half of Section 34; the Southwest quarter of Section 35; all in Township 11 North, Range 2 West, M. D. B. & M.

Guardianship of Fred Hamblet cont.

PARCEL V

The West one-half of Section 2, Township 11 North, Range 2 West, M. D. B. & M., and the North half of the Northeast Quarter of Section 3, Township 11 North, Range 2 West, M. D. B. & M.

PARCEL VI

The Southeast Quarter of Section 35, Township 12 North, Range 2 West, M. D. B. & M.

PARCEL VII

A tract in the Northeast corner of the Northeast Quarter of Section Thirty-five, Township 12 North, Range 2 West, containing 1.00 acres, more or less.

PARCEL VIII

West half of Section Twenty-five; West half of Section Thirty-six, Township 12 North, Range 2 West, M. D. B. & M.

EXCEPTING THEREFROM that portion of the Northwest quarter of Section 25, lying North of the County Road, Township 12 North, Range 2 West, M. D. B. & M. as granted to Russell P. Hamblet by Deed recorded September 21, 1950 in Book 339, Page 369 of Official Records.

PARCEL IX

South half of Section 26, Township 12 North, Range 2 West, Mount Diablo Base and Meridian.

PARCEL X

Northwest quarter of Section 35, Township 12 North, Range 2 West, Mount Diablo Base and Meridian. The Southwest Quarter of Section 35, Township 12 North, Range 2 West.

Guardianship of Fred Hamblet cont.

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL I

The North one-half of Section 3; and the East one-half of the Southeast quarter of Section 3; Lot 1 of the fractional Northeast quarter of Section 10, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL II

The South one-half of Section 2; the Northwest quarter of Section 2; and the South one-half of the Northeast quarter of Section 2,

EXCEPTING THEREFROM that portion of the South one-half of said Section 2, conveyed to P. N. Ashley, by deed dated September 13, 1911, recorded October 21, 1911 in Book 77 of Deeds at Page 592, described as follows:

BEGINNING at an iron stake in the center of County Road, leading Northerly from Capay, and at the intersection of the North line of the Rancho Canada de Capay, said stake being the Northwest corner of a tract of land now or formerly owned by L. M. Duncan, and running thence North along the center line of said road, 1475 feet to another iron stake; thence East 31.1 feet to the Northwest corner of the South half of the South half of Section 1, Township 10 North, Range 2 West; thence South to the North boundary of said Rancho; thence Westerly, along said Rancho line, to the point of beginning.

PARCEL II (A)

The fractional Northwest quarter of Section 11 and the fractional Northeast quarter of Section 11, all in Township 10 North, Range 2 West, M. D. B. & M.

PARCEL III

The Southeast quarter of Section 33, the East one-half of the Southwest quarter of Section 33; all in Township 11 North, Range 2 West, M. D. B. & M.

PARCEL IV

The South one-half of Section 34; the Southwest quarter of Section 35; all in Township 11 North, Range 2 West, M. D. B. & M.

Property Owner: Mrs. Elden Hamblet

Parcel Nos. 18-040-02; 18-040-04; 18-040-11; 18-050-08; 18-050-12; 18-060-13; 18-070-01; 18-070-02; 18-130-16; 18-130-17; 18-130-18; 18-130-20; 18-410-10, being more particularly described as follows:

All of Section 19; and all of Section 20; and the W½ of Section 21; and the N½ of the N½ of Section 13, excepting therefrom that portion of Section 13 lying easterly of County Road 86; and all that portion of Section 24 lying westerly of County Road 86, excepting therefrom the following described property:

A tract or parcel of land located in the SE 1/4 of Sec. 24, T 12 N, R 2 W, MDB&M, described as follows: BEGINNING at the intersection of the center line of County Road No.86 and the S. line of said Sec. 24, said pt. bears N. 89°54' 37" W. 482 ft. from the SE corner of said Sec. 24-th. N. 89° 54' 37" W., along the S. line of said Sec. 24, a distance of 389.98 ft.-th. leaving said Section line, N. 14° 26' 54" W. 225.13 ft.-th. N. 28° 30' 08" W. 1,032.17 ft.-th. N. 68° 24' 05" E. 305.02 ft.-th. S. 34° 59' 19" E. 237.40 ft.-th. N. 71° 33' 48" E. 48.75 ft.-th. S. 89° 52' 39" E. 169.95 ft.-th. N. 66° 318 26" E. 104.04 ft.-th. N. 56° 20' 21" E. 71.47 ft.-th. E. 46° 42' 12" E. 212.08 ft. to a pt. in the centerline of County Road No. 86-th. S. 4° 58' 52" W., along said center line 468.92 ft.-th. S. 2° 30' 00" E. continuing along said centerline, 738.00 ft. to the pt. of beginning and containing 16.96 acres, more or less

(OVER)

And including that portion of the NW¼ of Section 25 lying northerly of County Road 8; and all of Section 30; and all of Section 31; and the NE¼ of the NW¼ and the NE¼ and the S½ of Section 25; and the E½ of the SW¼ of Section 26; and the N½ and the SE¼ of the NW¼ of Section 35; and the SE¼ of the NE¼ and the N½ of the SW¼ and the SW¼ of the SW¼ of Section 35; and all of Section 36, T12N, R2W,; and the N½ and the SE¼ of the NE¼ of Section 1, T11N, R2W, M.D.B.&M. CONTAINING 4440 acres, more or less.

Property Owner: John E. Roth

Parcel No. 18-390-38:

The SW¼ of Section 25, T11N, R2W, M.D.B.&M., containing 160 acres.

EXHIBIT "A" (CONT'D)

Property Owners: Josef & Maria Hromada

Parcel No. 18-390-37:

The N½ of the NE¼ of Section 26, T11N, R2W, M.D.B.&M., containing 76 acres, more or less.

Property Owners:
Edward & Patricia Gammel

Parcel No. 18-290-39

The SE¼ of Section 26 and the S½ of the NE¼ of Section 26, T11N, R2W, M.D.B.&M., containing 243 acres, more or less.

Property Owner
Grace O. Harling

Parcel No. 18-390-18:

The NE¼ of Section 35, T11N, R2W, M.D.B.&M. containing 158 acres, more or less.

Property Owners: Margaret Rothe Koontz, Lorraine Rothe Kerr, and John E. Rothe.

Parcel No. 18-390-21:

The SE¼ of Section 25, T11N, R2W, M.D.B.&M., containing 160 acres.

EXHIBIT "A" (CONT'D)

Property Owners: C. G. Roth & T. H. Roth

Parcel No. 18-390-20:

The N½ of Section 25, T11N, R2W, M.D.B.&M., containing 312 acres, more or less.

Property Owners: John T. Foster, Ima Mae Fisher, and Alma Reel Foster

Parcel Nos. 18-380-08 and 18-380-10:

The S½ of Section 23; and the NW¼ of Section 24, T11N, R2W, M.D.B.&M., containing 471 acres, more or less.

Property Owner: N. Faye Brannen

Parcel No. 18-380-11:

The SW¼ of Section 24, T11N, R2W, M.D.B.&M., containing 160 acres.

EXHIBIT "A" (CONT'D)

Property Owners: Frederick B. Abele and Elizabeth M. Stone

Parcel Nos. 18-060-10; 19-250-01; 19-250-02; 19-250-03; 19-250-05; 19-250-08; 19-250-09; 19-300-03:

E 1/2 of Section 25, T. 12 N. R. 2 W. - 320 acres

W 1/2 and W. 152 acres of E 1/2 of Section 30, T 12 N. R. 1 W. - 430 acres

E 168 acres of E 1/2 of Section 30 T. 12 N. R.1W. - 168 acres

All of Section 29 T. 11 N. R 1 W. - 634 acres

Part of SW 1/4, excluding 67-1/2 acres deeded to May W. Bemmerly, Section 28, T. 12 N. R. 1 W. - 92.5 acres

West 210 acres of W 1/2 of Section 33, T. 12 N. R. 1 W. 210 acres

N 1/2 and S.E. 1/4 of Section 32, T. 12 N. R. 1 W. - 476 acres

N 1/2 of S.E. 1/4 of N. E. 1/4 of Section 5, T. 11 N. R. 1 W. - 97 acres

Property Owner: Richard W. Powers:

Parcel No. 18-060-06 and 19-191-04, being more particularly described as follows:

The NE¼ of Section 35, T12N, R2W, and the SE¼ of Section 17, T12N, R1W, M.D.B.&M., containing 320 acres, more or less.

Property Owner: J. Roger & Myrtis Weidemier

Parcel No. 18-050-07, being more particularly described as follows:

The N½ of the S½ of Section 13, and the S½ of the NE¼ of Section 13, T12N, R2W, M.D.B.&M., containing 240 acres, more or less.

EXHIBIT "A" (CONT'D)

Property Owner: O. T. McGrew

Parcel No. 18-010-05 and 18-010-08, being more particularly described as follows:

The E½ of the NW¼ and the NE¼ of the SE¼ and the NE¼ of Section 10, and the W½ and the NE¼ of the NW¼ of Section 11, T12N, R2W, M.D.B.&M., containing 400 acres, more or less.

Property Owner: Orville H. Gerdes

Parcel No. 18-023-05 20 Acres

Lots 85-86, Almond Acres

Parcel No. 18-023-06 19.15 Acres

Lots 87 and 88 - Almond Acres; Excepting therefrom that portion conveyed to Marshall E. Long et ux 751 O.R., Page 52 contg. 0.84 acres M/L

Parcel No. 18-023-07 6.84 Acres

E. 6 Acres of Lot 89, Almond Acres
Also, beginning in a 2" iron pipe monument located at the NW corner of Lot 88, Almond Acres, as shown on the official map thereof, filed for record in the office of the Yolo County Recorder on June 2, 1913, in Book 2, of Maps at page 77, and running th. S. along the W. line of said Lot 230 ft. - th. N. 55° E. 400 ft. to the NE corner of said Lot 88, th. W. along the N. line of said Lot 320 ft. to the pt. of beg.

Property Owner: Elizabeth A. Payne

Parcel Nos. 18-021-01; 18-021-02; 18-022-01; 18-022-02; 18-022-03; 18-022-04; 18-023-01; 18-024-02; 18-024-03; and 18-025-01, being more particularly described as follows:

PARCEL 2: The East 2 acres of Lot 67 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 3: The North 2 acres of Lot 90 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 4: Lots 1, 2, 3, 10, 11, 12, 13, 14, 15, 16 to 65 inclusive, 68, 69, 72, 74, 75, 76, 77, 78, 79, 80, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 and the East 8 acres of Lot 17 and the West 6 acres of Lot 70 and the East 8 acres of Lot 81 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, Page 77 on June 2, 1913.

PARCEL 5: Lot 66 and the West 6 acres of Lot 67 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 6: Lots 4, 5, 6, 7, 8 and 9 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, Page 77 on June 2, 1913.

PARCEL 7: Lots 73, 16, and the East 2 acres of Lot 17 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77 on June 2, 1913.

PARCEL 8: Lot 82 and the Westerly 66 feet of Lot 81 of Almond Acres, as per Map of the Subdivision of Almond Acres recorded in the Office of the County Recorder of Yolo County in Book 2 of Maps, at Page 77, on June 2, 1913.

EXHIBIT "A" (CONT'D)

Property Owners: Wendall W. & Elizabeth A. Payne

Parcel Nos. 18-010-04, 18-030-08 and 18-030-09 being more particularly described as follows:

The N½ of the NW¼ of Section 10, and the S½ of Section 4, and the NE¼ of Section 9, T12N, R2W, M.D.B.&M., containing 556 acres, more or less.

Property Owner: William C. Payne
Parcel No. 18-022-05:

That parcel of real property described in the deed recorded in the office of the Yolo County Recorder in Book 793 of Official Records at Page 700 Yolo County Records.

Property Owner: Bank of America NT&SA, Trustee under the Will of Charles A. Hufford:
Parcel Numbers: 18-070-06-1; 18-070-05-1; 18-070-04-1; 18-070-03-1; 18-060-02-1; 18-060-01-1; 18-350-01-1; 18-360-11-1:

All that real property situate in the County of Yolo, State of California, more particularly described as follows:

Sections 27, 28, 29, 32, 33, 34 of Township 12 North, Range 2 West, M.D.B.&M. The East one-half of Section 4 and the West one-half of Section 3 and the North one-half of the Northeast one-quarter of Section 3, of Township 11 North, Range 2 West, M.D.B.&M.

Property Owner: Lowell E. Mast

Parcel No. 18-350-04 and 18-350-14:

The SW¼ of Section 1, and the SE¼ and the S½ of the NE¼ of Section 3, and the N½ of the NE¼ of Section 10, T11N, R2W, M.D.B.&M., containing 480 acres of land, more or less.

Property Owner: Santi Properties Inc., by Plarida S. Miguel, Secretary

Parcel No. 21-780-03:

The NW¼ of Section 1, T10N, R1W, M.D.B.&M., containing 160 acres.

Property Owners: William Raymond Zimmerman and Cecile Davies

Parcel Nos. 18-380-07 and 18-370-08 being more particularly described in the following:

The N½ of Section 23, and the N½ of the NE¼ of Section 21, T11N, R2W, M.D.B.&M., containing 394 acres, more or less.

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk

By PETE E. LINES Deputy

RESOLUTION NO. 69- 240

Enlarging

(Resolution [redacted] an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to [redacted] (enlarge) Agricultural Preserve No. 9 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for [redacted] (enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.

2. The action taken by this resolution is in conformance with the Yolo County General Plan.

3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.

4. The territory described in said Exhibit "A"

   a. is designated for agricultural use in the Yolo County General Plan,

   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 9 is hereby declared (~~established~~) (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or charge on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Property Owners: C. G. Roth, T. H. Roth, Elizabeth Beoshanz, Ruby A. Oeste:

Parcel Nos. 31-370-12; 31-370-13; 31-380-01; and 31-380-02

All of Section 1, T8N, R1E, and the E½ and the SW¼ of Section 2, T8N, R1E, M.D.B.&M., containing 1118.86 acres, more or less

Property Owners: Apollonia Ulrich and Louis Ulrich:

s following described tract of land situate, lying and being in the County of Yolo, State of California, to-wit:

Lots 11 and 12; the West 20.73 acres of Lot 13, and the West 20.74 acres of Lot 22 of the M. Diggs Subdivision of Section 12 and the E. 1/2 of Section 11, T. 8 N., R. 1 East, M.D.B.& M.

Also beginning at the Northeast corner of the W.1/2 of Section 11, T. 8 N., R. 1 East, M.D.B. & M., which is marked by a concrete cylinder about 7 inches by 24 inches, and extending thence South along the Easterly boundary of said W.1/2 of said Section 11, 2651 feet to the Southwest corner of Lot 22 of M. Diggs Subdivision; thence West along the Southerly boundary of said Lot 22, prolonged 528.5 feet; thence North 2649 feet to the Northerly boundary of said W. 1/2 of said Section 11; thence East along said Northerly boundary 528.5 feet to the place of beginning, containing 32.15 acres, more or less, being a part of the W. 1/2 of Section 11, Tp. 8 N., R. 1 East, M.D.B.& M.
RESERVING therefrom the right of way for one main irrigating ditch 50 feet in width and laterals, for irrigating the lands of the neighborhood, along the most feasible route to be located by the County Surveyor.

The above described property includes Assessor's Parcel Nos. 31-410-13 and 31-410-14.

James E. Street and John M. Street - Parcel No. 31-390-06:

The NE¼ of Section 10, T8N, R1E, M.D.B.&M.

Donald Miller and Walter B. McHenry - Parcel No. 31-240-18:

All that real property in the County of Yolo, State of California, described as follows:

A portion of the Northwest Quarter of Section 2, T. 8 N., R. 1 E., M. D. B. & M., described as follows:

Beginning at a point on the North line of the Northwest Quarter of Section 2, said point being on or near the center of Dry Slough and distant North 89° 52' 07" East 2111.95 feet from the Northwest corner of said Section 2; thence in a general Southwesterly direction in or near the channel of said Slough the following courses and distances: South 16° 09' 45" West 626.10 feet; thence South 8° 10' 45" West 392.87 feet; thence South 62° 57' 45" West 686.30 feet; thence South 33° 11' 45" West 365.41 feet; thence North 84° 41' 15" West 378.56 feet thence South 49° 11' 45" West 608.64 feet; thence South 0° 03' 15" East 630.43 feet to a point 50.00 feet Northerly at right angles from the South line of said Northwest Quarter of Section 2; thence leaving Dry Slough and Running parallel to and 50.00 feet Northerly from the said South line North 89° 53' 16" East 2401.64 feet to a point on the East line of said Quarter section; thence along said East line North 0° 06' 17" West 2597.57 feet to the Northeast corner of said Quarter Section; thence along the North line thereof South 89° 52' 07" West 518.32 feet to the point of beginning containing 85.68 acres more or less.

EXHIBIT "B"

SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 9

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS AMENDED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO 69-240 ADOPTED ON DECEMBER 15, 1969.

DECEMBER 15TH 1969
DATE

CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk

By PETE R. LUCAS, Deputy

RESOLUTION NO. 69-242

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. Addition to Preserve No. 9 pursuant to said Act by Resolution No. 69-240; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 15, 1969, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigarde, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Property Owners: C. G. Roth, T. H. Roth, Elizabeth Beoshanz, Ruby A. Oeste:

Parcel Nos. 31-370-12; 31-370-13; 31-380-01; and 31-380-02

All of Section 1, T8N, R1E, and the E½ and the SW¼ of Section 2, T8N, R1E, M.D.B.&M., containing 1118.86 acres, more or less

Property Owners: Apollonia Ulrich and Louis Ulrich:

s following described tract of land situate, lying and being in the County of Yolo, State of California, to-wit:

Lots 11 and 12; the West 20.73 acres of Lot 13, and the West 20.74 acres of Lot 22 of the M. Diggs Subdivision of Section 12 and the E. 1/2 of Section 11, T. 8 N., R. 1 East, M.D.B.& M.

Also beginning at the Northeast corner of the W.1/2 of Section 11, T. 8 N., R. 1 East, M.D.B. & M., which is marked by a concrete cylinder about 7 inches by 24 inches, and extending thence South along the Easterly boundary of said W.1/2 of said Section 11, 2651 feet to the Southwest corner of Lot 22 of M. Diggs Subdivision; thence West along the Southerly boundary of said Lot 22, prolonged 528.5 feet; thence North 2649 feet to the Northerly boundary of said W. 1/2 of said Section 11; thence East along said Northerly boundary 528.5 feet to the place of beginning, containing 32.15 acres, more or less, being a part of the W. 1/2 of Section 11, Tp. 8 N., R. 1 East, M.D.B.& M.
RESERVING therefrom the right of way for one main irrigating ditch 50 feet in width and laterals, for irrigating the lands of the neighborhood, along the most feasible route to be located by the County Surveyor.

The above described property includes Assessor's Parcel Nos. 31-410-13 and 31-410-14.

James E. Street and John M. Street - Parcel No. 31-390-06:

The NE¼ of Section 10, T8N, R1E, M.D.B.&M.

EXHIBIT "A" (CONT'D)

Donald Miller and Walter B. McHenry - Parcel No. 31-240-18:

All that real property in the County of Yolo, State of California, described as follows:

A portion of the Northwest Quarter of Section 2, T. 8 N., R. 1 E., M. D. B. & M., described as follows:

Beginning at a point on the North line of the Northwest Quarter of Section 2, said point being on or near the center of Dry Slough and distant North 89° 52' 07" East 2111.95 feet from the Northwest corner of said Section 2; thence in a general Southwesterly direction in or near the channel of said Slough the following courses and distances: South 16° 09' 45" West 626.10 feet; thence South 8° 10' 45" West 392.87 feet; thence South 62° 57' 45" West 686.30 feet; thence South 33° 11' 45" West 365.41 feet; thence North 84° 41' 15" West 378.56 feet thence South 49° 11' 45" West 608.64 feet; thence South 0° 03' 15" East 630.43 feet to a point 50.00 feet Northerly at right angles from the South line of said Northwest Quarter of Section 2; thence leaving Dry Slough and Running parallel to and 50.00 feet Northerly from the said South line North 89° 53' 16" East 2401.64 feet to a point on the East line of said Quarter section; thence along said East line North 0° 05' 17" West 2597.57 feet to the Northeast corner of said Quarter Section; thence along the North line thereof South 89° 52' 07" West 518.32 feet to the point of beginning containing 85.68 acres more or less.

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

RESOLUTION NO. 69- 242
Enlarging
(Resolution/~~Establishing~~ an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (~~establish~~ enlarge) Agricultural Preserve No. 41 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (~~establishment~~ enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 41 is hereby declared (~~established~~ (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. KENNIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Lloyd L. Rominger - Parcel Nos. 19-310-15; 19-310-19; 19-310-20; 19-310-21; 19-321-15; 19-321-05.

The Southwest quarter of the Northeast quarter, the West one-half of the Southeast quarter and the East one-half of the Northeast quarter of Section 21, Township 11 North, Range 1 West.

That parcel of real property described in the deed recorded in the Office of the Yolo County Recorder in Book 711 of Official Records at Page 138 of the Yolo County Records.

That parcel of real property described in the deed recorded on January 3, 1957 in the Office of the Yolo County Recorder in Book 502 of Official Records at Page 510 of the Yolo County Records.

That parcel of real property described in the deed recorded on December 1, 1960 in the Office of the Yolo County Recorder in Book 621 of Official Records at Page 150 of the Yolo County Records.

The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Nineteen, in Township Eleven (11) North, Range One (1) West, M.D.B.& M., containing 119 acres of land, more or less.

Property Owners: Charles Schaupp, Lillian Schaupp, Clarence Schaupp, and Mary Anne Schaupp:

Parcel Nos. 19-410-04; 19-410-13; and 19-410-23:

The SE¼ of Section 30 and the N½ of the NW¼ of Section 31, and the N½ of Section 32, T11N, R1W, M.D.B.&M., containing 720 acres, more or less.

Property Owners: Raymond & Dorothea Holdsworth - Parcel No. 19-410-09:

The S 1/2 of Section 28, T11N, R1W, M.D.B.& M., containing 320 acres, more or less.

Robert I Harvey & Irma Harvey - Parcel No. 19-410-15:

The N½ and the N½ of the SE¼ of Section 33, T11N, R1W, M.D.B.&M., containing 400 acres, more or less.

Property Owner: Kathryne Jones - Parcel Nos. 19-310-02; 19-310-03; 19-310-08; and 19-310-13, more particularly described below:

All of Section 17, and the N½ of the NW¼ and the N½ of the NE¼ of Section 20; and the W½ of the W½ of the SW¼ and that portion of the NW¼ lying southerly of County Road 12-A, of Section 16, T11N, R1W, M.D.B.&M., containing 880 acres of land, more or less.

Mildred E. Giguiere - Parcel No. 18-350-12 and 19-300-16:

All of Section 12, T11N, R2W, and the W½ of Section 7, T11N, R1W, M.D.B.&M., containing 934 acres, more or less.

Also Parcel Nos. 19-300-12; 19-310-04; 19-321-01 being

The S½ of Section 9, and N½ of Section 16, and the NW¼ of Section 15, T11N, R1W, M.D.B.&M., containing 760 acres, more or less.

Property Owners: Charles R. Laugenour, Irene Laugenour, and Frances W. Laugenour
Assessor's Parcels: 19-310-05-1; 19-310-12-1; 19-321-02-1:

The Southeast quarter, the East half of the Southwest quarter; the East half of the West half of the Southwest quarter of Section 16; the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 21; the West half of the Southwest quarter; the Northeast quarter of the Southwest quarter and the Southeast quarter of the Northwest quarter of Section 15; all in Township 11 North, Range 1 West, M.D.B. & M., less existing roads. EXCEPTING therefrom that portion described as follows: Beginning at the Northeast corner of the Northwest quarter of the Northeast quarter of Section 21, T. 11 N., R. 1 W., M.D.B. & M., and running thence South 8° 19' 20" West 1318.0 feet along a fence line to a point in the fence line which is on the south boundary line of said Northwest quarter of the Northeast quarter of said Section 21, T. 11 N., R. 1 W., M.D.B.& M.; thence South 88° 37' 40" East 177.1 feet along the last mentioned fence line to the Southeast corner of the said Northwest quarter of the Northeast quarter of said Section 21; thence North 0° 36' East 1308.43 feet along the East boundary line of the Northwest quarter of the Northwest quarter of said Section 21, to the point of beginning, containing 2.66 acres, containing 518 acres more or less.

EXHIBIT "A" (CONT'D)

Jack D. Mast - Parcel No. 19-410-11 & 19-410-06:

The S½ of the NE¼ and the SE¼ of Section 31, T11N, R1W, M.D.B.&M. containing 240 acres, more or less.

And the W½ of the SW¼ of Section 29, T11N, R1W, M.D.B.&M., containing 80 acres.

W. F. & Helen Ida Rominger - Parcel Nos. 19-310-14; 19-410-05 and 19-410-17, more particularly described below:

The SW¼ and the S½ of the NW¼ of Section 20, and the NW¼ of Section 28, and the N½ of Section 29, T11N, R1W, M.D.B.&M.

John Fitzgerald and Gus Inglin - Parcel No. 19-310-06:

The W½ and the W½ of the SE¼ and the SW¼ of the NE¼ of Section 19, T11N, R1W, M.D.B.&M., CONTAINING 430 acres, more or less.

Helen E. Campbell - Parcel No. 19-310-18:

The SE¼ and the S½ of the NE¼ of Section 20, T11N, R1W, excepting therefrom 15.41 acres deeded to Virgil K. Rominger in Book 624 of Records, at Page 34.

Karl E. Gigiuere, Jr., - Parcel Nos. 19-310-01, 19-310-07 & 19-310-15:

All of Section 18, and the SE¼ of Section 7, and the N½ of the NE¼ of Section 19, T11N, R1W, M.D.B.&M.

Property Owner: W. F. Mixon, for Hester Mixon et al

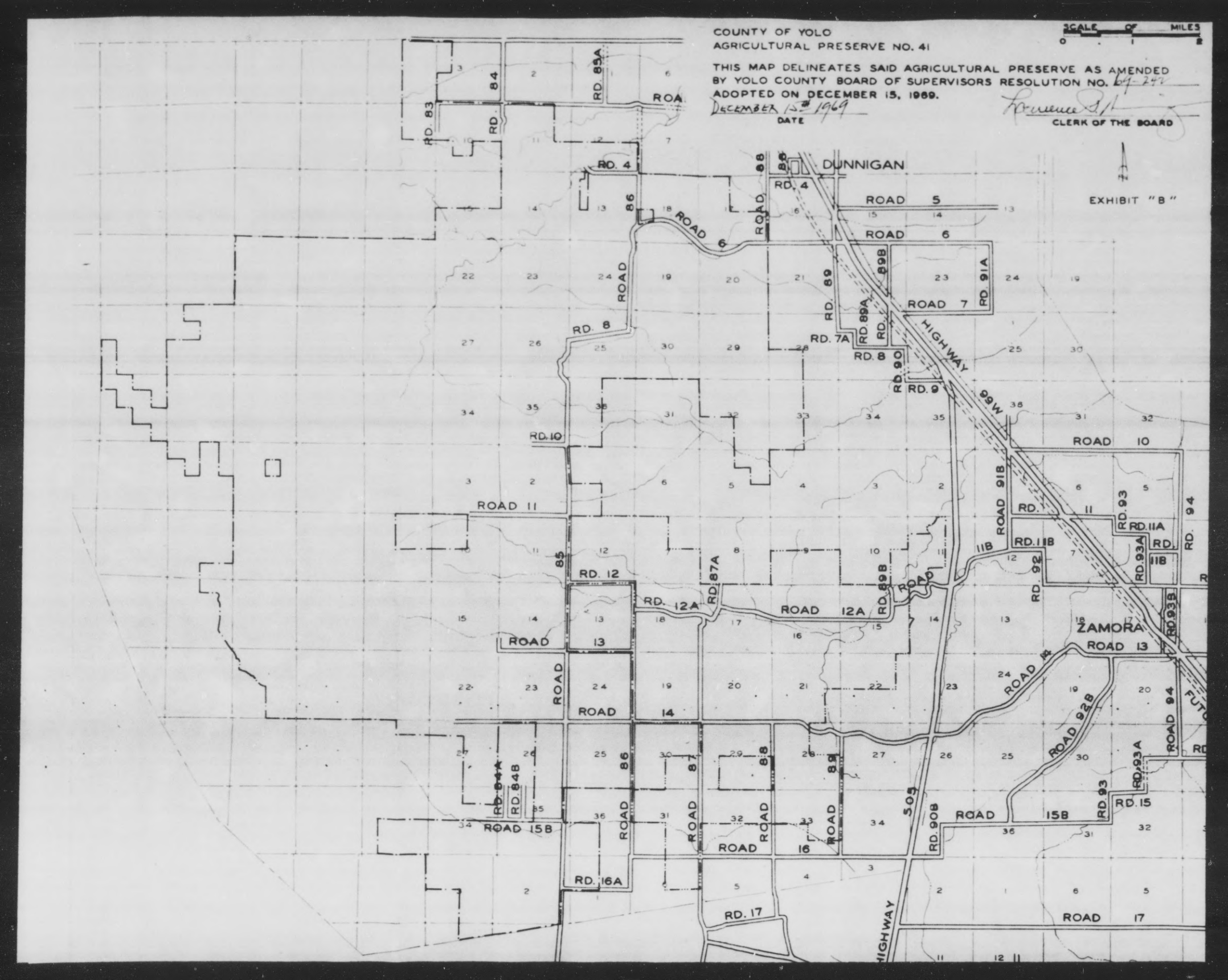
Parcel Nos. 19-291-07; 19-321-09; 19-321-10; and 19-321-11:

The E½ of the SE¼ of Section 10, and the N½ and the SW¼ of the SW¼ of Section 11, and the S½ of the NW¼ of Section 11, and that portion of the N½ of the NW¼ of Section 11 lying southerly of Oat Creek; and the SE¼ of the SW¼ and the E½ of Section 15, T11N, R1W, M.D.B.&M. containing 685 acres, more or less.

Wells Fargo Bank, Trustee under the Will of Louise Merritt

Parcel No. 21-780-17:

NW¼ of Section 6, T10N, R1W, M.D.B.&M.,


COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 41
THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS AMENDED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-247 ADOPTED ON DECEMBER 15, 1969.
DECEMBER 15th 1969
DATE
CLERK OF THE BOARD
SCALE OF MILES
0 1 2
EXHIBIT "B"
DUNNIGAN
ZAMORA
HIGHWAY 99
HIGHWAY 505
ROAD 5
ROAD 6
ROAD 7
ROAD 10
ROAD 11
ROAD 12
ROAD 12A
ROAD 13
ROAD 14
ROAD 15B
ROAD 16
ROAD 17
RD. 4
RD. 7A
RD. 8
RD. 9
RD. 10
RD. 12
RD. 16A
RD. 17
RD. 83
RD. 84
RD. 85A
RD. 86
RD. 87
RD. 87A
RD. 88
RD. 88A
RD. 89
RD. 89A
RD. 89B
RD. 90
RD. 91A
RD. 92
RD. 93
RD. 93A
RD. 94
RD. 118
RD. 118A
RD. 118B
RD. 848
RD. 848A
RD. 908
RD. 918
RD. 928
RD. 938

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS Deputy

RESOLUTION NO. 69- 243

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. Addition to Preserve No. 41 pursuant to said Act by Resolution No. 69- 242 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 15, 1969 , which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS, DEPUTY

(Seal)

(SEAL)

EXHIBIT "A"

Lloyd L. Rominger - Parcel Nos. 19-310-15; 19-310-19; 19-310-20; 19-310-21; 19-321-15; 19-321-05.

The Southwest quarter of the Northeast quarter, the West one-half of the Southeast quarter and the East one-half of the Northeast quarter of Section 21, Township 11 North, Range 1 West.

That parcel of real property described in the deed recorded in the Office of the Yolo County Recorder in Book 711 of Official Records at Page 138 of the Yolo County Records.

That parcel of real property described in the deed recorded on January 3, 1957 in the Office of the Yolo County Recorder in Book 502 of Official Records at Page 510 of the Yolo County Records.

That parcel of real property described in the deed recorded on December 1, 1960 in the Office of the Yolo County Recorder in Book 621 of Official Records at Page 150 of the Yolo County Records.

The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Nineteen, in Township Eleven (11) North, Range One (1) West, M.D.B.& M., containing 119 acres of land, more or less.

Property Owners: Charles Schaupp, Lillian Schaupp, Clarence Schaupp, and Mary Anne Schaupp:

Parcel Nos. 19-410-04; 19-410-13; and 19-410-23:

The SE¼ of Section 30 and the N½ of the NW¼ of Section 31, and the N½ of Section 32, T11N, R1W, M.D.B.&M., containing 720 acres, more or less.

Property Owners: Raymond & Dorothea Holdsworth - Parcel No. 19-410-09:

The S 1/2 of Section 28, T11N, R1W, M.D.B.& M., containing 320 acres, more or less.

EXHIBIT "A" (CONT'D)

Robert I Harvey & Irma Harvey - Parcel No. 19-410-15:

The N½ and the N½ of the SE¼ of Section 33, T11N, R1W, M.D.B.&M., containing 400 acres, more or less.

Property Owner: Kathryne Jones - Parcel Nos. 19-310-02; 19-310-03; 19-310-08; and 19-310-13, more particularly described below:

All of Section 17, and the N½ of the NW¼ and the N½ of the NE¼ of Section 20; and the W½ of the W½ of the SW¼ and that portion of the NW¼ lying southerly of County Road 12-A, of Section 16, T11N, R1W, M.D.B.&M., containing 880 acres of land, more or less.

Mildred E. Giguiere - Parcel No. 18-350-12 and 19-300-16:

All of Section 12, T11N, R2W, and the W½ of Section 7, T11N, R1W, M.D.B.&M., containing 934 acres, more or less.

Also Parcel Nos. 19-300-12; 19-310-04; 19-321-01 being

The S½ of Section 9, and N½ of Section 16, and the NW¼ of Section 15, T11N, R1W, M.D.B.&M., containing 760 acres, more or less.

Property Owners: Charles R. Laugenour, Irene Laugenour, and Frances W. Laugenour
Assessor's Parcels: 19-310-05-1; 19-310-12-1; 19-321-02-1:

The Southeast quarter, the East half of the Southwest quarter; the East half of the West half of the Southwest quarter of Section 16; the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 21; the West half of the Southwest quarter; the Northeast quarter of the Southwest quarter and the Southeast quarter of the Northwest quarter of Section 15; all in Township 11 North, Range 1 West, M.D.B. & M., less existing roads. EXCEPTING therefrom that portion described as follows: Beginning at the Northeast corner of the Northwest quarter of the Northeast quarter of Section 21, T. 11 N., R. 1 W., M.D.B. & M., and running thence South 8° 19' 20" West 1318.0 feet along a fence line to a point in the fence line which is on the south boundary line of said Northwest quarter of the Northeast quarter of said Section 21, T. 11 N., R. 1 W., M.D.B.& M.; thence South 88° 27' 40" East 177.1 feet along the last mentioned fence line to the Southeast corner of the said Northwest quarter of the Northeast quarter of said Section 21; thence North 0° 36' East 1308.43 feet along the East boundary line of the Northwest quarter of the Northwest quarter of said Section 21, to the point of beginning, containing 2.66 acres, containing 518 acres more or less.

Jack D. Mast - Parcel No. 19-410-11 & 19-410-06:

The S½ of the NE¼ and the SE¼ of Section 31, T11N, R1W, M.D.B.&M. containing 240 acres, more or less.

And the W½ of the SW¼ of Section 29, T11N, R1W, M.D.B.&M., containing 80 acres.

W. F. & Helen Ida Rominger - Parcel Nos. 19-310-14; 19-410-05 and 19-410-17, more particularly described below:

The SW¼ and the S½ of the NW¼ of Section 20, and the NW¼ of Section 28, and the N½ of Section 29, T11N, R1W, M.D.B.&M.

John Fitzgerald and Gus Inglin - Parcel No. 19-310-06:

The W½ and the W½ of the SE¼ and the SW¼ of the NE¼ of Section 19, T11N, R1W, M.D.B.&M., CONTAINING 430 acres, more or less.

Helen E. Campbell - Parcel No. 19-310-18:

The SE¼ and the S½ of the NE¼ of Section 20, T11N, R1W, excepting therefrom 15.41 acres deeded to Virgil K. Rominger in Book 624 of Records, at Page 34.

Karl E. Gigiuere, Jr., - Parcel Nos. 19-310-01, 19-310-07 & 19-310-15:

All of Section 18, and the SE¼ of Section 7, and the N½ of the NE¼ of Section 19, T11N, R1W, M.D.B.&M.

Property Owner: W. F. Mixon, for Hester Mixon et al

Parcel Nos. 19-291-07; 19-321-09; 19-321-10; and 19-321-11:

The E½ of the SE¼ of Section 10, and the N½ and the SW¼ of the SW¼ of Section 11, and the S½ of the NW¼ of Section 11, and that portion of the N½ of the NW¼ of Section 11 lying southerly of Oat Creek; and the SE¼ of the SW¼ and the E½ of Section 15, T11N, R1W, M.D.B.&M. containing 605 acres, more or less.

Wells Fargo Bank, Trustee under the Will of Louine Merritt

Parcel No. 21-780-17:

NW¼ of Section 6, T10N, R3W, M.D.B.&M.

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By PETER E. LUCAS, Deputy

RESOLUTION NO. 69- 244

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~enlarge~~) Agricultural Preserve No. 39 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) (~~enlargement~~) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 39 is hereby declared (established) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

   A. Agricultural Uses:

      1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

      2. Animal feed yards when more than 1000 feet from any existing dwelling.

      3. Hog farms.

   B. Compatible Uses:

      1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

      2. Drilling and operation of oil and gas wells.

      3. Electrical distribution substations.

      4. Public parks and recreation areas.

      5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

      6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE P. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Property Owner: F. Carmelo Ramos
Parcel No. 31-070-48:

That parcel of real property described in the deed recorded in the Office of the Yolo County Recorder in Book 489 of Official Records at page 465 Yolo County Records.

Property Owner: F. Carmelo Ramos
Parcel No. 31-070-31:

That parcel of real property described in the document recorded in the Office of the Yolo County Recorder on November 13, 1944 in Book 209 of Official Records at page 40 Yolo County Records.

Property Owner: F. Carmelo Ramos
Parcel No. 31-070-51:

That parcel of real property described in the document recorded in the Office of the Yolo County Recorder on January 30, 1943 in Book 170 of Official Records at page 476 Yolo County Records.

Property Owner: F. Carmelo Ramos
Parcel No. 31-080-21:

That parcel of real property described in the document recorded in the Office of the Yolo County Recorder in Book 523 of Official Records at page 227 Yolo County Records.

Property Owner: Frank & Bringfriede Puttoff
Parcel No. 31-020-33:

All of Lot 45 and the portion of Lot 46 of the Huston Tract described as follows: beginning at the NE corner of said Lot 46, th. S. 1° 13' W. 1576.20 ft.-th. S. 65° 49' W. along the S. line of said Lot 46 a distance of 333.09 ft.-th. N. 38° 07' 40" W. 149.51 ft.-th. N. 0° 36' 20" E. 1675.92 ft. to a pt. on the Nly line of said Lot 46-th. S. 88° 32' 00" E. 93.69 ft.-th. S. 80° 26' 00" E. 290.60 ft.-th. S. 72° 22.60 ft.-th. S. 73° 52' 00" E. 137.20 ft. to the pt. of beg. and contg. and aggregate of

61.0
M/

EXHIBIT "A" (CONT'D)

Property Owner: Tony Fernandez
Parcel No. 31-070-30:

That certain real property situate in the County of Yolo, State of California, described as follows:

BEGINNING at a point 80 rods South and 40 rods East from the Northwest corner of the Northeast Quarter of Section 14, Township 8 North, Range 1 West, which point of beginning is also the Northeast corner of land distributed to Mrs. Emma E. Bentley, by decree of distribution in the matter of the estate of Henry Cooper, deceased, recorded February 2nd, 1943, in Book 62 of Deeds, at page 473; running thence East 40 rods to a point; thence south along a line parallel to the quarter section line running North and South through the center of Section 14, to the center of the County Road, which center line is also the North line of the Rancho Rio de Los Putes; thence Southwesterly along the center of said County Road, to the Southeast corner of the property now or formerly owned by Mrs. Emma Bentley; thence North along the East line of the property now or formerly owned by Mrs. Emma Bentley to the place of beginning.

E. L. Wallace

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
31-020-22 FORMERLY PAR NO 22-11-3 PRIOR TO 1963				
Tract beg. at the SE cor. of Lot 15 - Huston Tract - Th. N. 88° 57 M. W. 1523.2 Ft., more or less, to NE cor. of Lot 44 - Huston Tract - Th. S. 1° 13 M. W. along E. line of Lot 44 - Huston Tract - 1552 Ft. to SE cor. of said Lot 44 - Th. S. 88° 57 M. E. 1523 Ft. more or less, to the quarter Sec. line dividing the E. from the W. half of Sec. 7 T. 8 N. R. 1 E. - Th. N. 1° 46 M. E. along said quarter Sec. line 1552 Ft. to point of beginning.				54.26
Lots 15 to 18 - Huston Tract				
Lots 43 and 44, Huston Tract	(OVER)			70
	Formerly Code Area 64-01 prior to 1962			57.36
~~Except 2001 M. R. to Railroad to Universal Consolidated Oil Co (Book Report, 1955) 44.68 A~~				181.62
And, abandoned County Road 92B, as abandoned by Resl. 68-58, Recorded 886 O. R., Page 112, 7/11/68; 25 ft. along the Wly bdy.				

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
31-020-34				
Lots 9 to 12, incl, Huston Tract				92.57
31-020-14				
Lots 1, 2, 7, 8, 9, 10, Yolo Realty Syndicate Sub. No. 4				118.705
Southern Yolo Irrigated Farms, being Yolo Realty Syndicate Sub. #4, Map Book 3, Page 24				

Bl O. Rs, Page 112

EXHIBIT "A" (CONT'D)

E. L. Wallace (Continued)

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
31-010-31				
Lots 35 and 36, Huston Tract				40.19
Formerly Parcel No. 22-10-31 prior to 1963				

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
31-010-33				
Lots 48 and 52, Huston Tract				80.30
Formerly Parcel No. 22-10-33 prior to 1963				

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
31-010-34				
Lots 47 and 53, Huston Tract				80.31
Subject to Easement to P. G. & E. Co., 835 O. R., Page 24				
Formerly Parcel No. 22-10-34 prior to 1963				

EXHIBIT "A" (CONT'D)

E. L. Wallace (Cont'd)

LEGAL DESCRIPTION	LOT OR SEC.	BLK. OR TWP.	RANGE	ACRES
31-010-27				
Lots 3 to 8, incl, Huston Tract				159.41
Formerly Parcel No. 22-10-27 prior to 1963				
LEGAL DESCRIPTION 31-010-28	LOT OR SEC.	BLK. OR TWP.	RANGE	ACRES
Lots 19 to 24, inc., and Lots 37 to 42, incl, Huston Tract				243.76
Subject to Easement to P. G. & E. Co., 835 O. Ro, Page 34				
Formerly Parcel No. 22-10-28 prior to 1963				
LEGAL DESCRIPTION 31-010-29	LOT OR SEC.	BLK. OR TWP.	RANGE	ACRES
Lots 26 and 28, Huston Tract				40.19
Formerly Parcel No. 22-10-29 prior to 1963				

EXHIBIT "A" (CONT'D)

E. L. Wallace (Cont'd)

LEGAL DESCRIPTION — 31-020-10 — LOT OR SEC. — BLK OR TWP. — RANGE — ACRES

Parcelling Description:
That portion lying EAST of County Road No. 93-A, described as follows:
COMMENCING at the NW cor. of Lot 3-Southern Irrigated Farms-th. S. 01° 46' W. 100 ft. along the Wly line of Lot 3 to the pt. of beg., being also a pt. in a non-tangent curve concave to the South, having a radius of 1490 ft., a radial line of said curve through a central angle of 28° 45' 51" an arc length of 748.02 ft. to a pt. in a non-tangent line-th. S. 60° 07' 32" W. 159.1 ft. to a pt. in a non-tangent curve concave to the SE, having a radius of 1560 ft., a radial line of curve through pt. bearing N. 32° 35' 53" W.-th. Sly along curve through a central angle of 44° 22' 50", an arc length of 1208.36 ft.-th. S. 13° 01' 17" W. 2214.16 ft.-to the Sly line of Lot 19-th. N. 62° 10' E. 37.67 ft.-th. N. 77° 22' E. 472 ft.-th. N. 87° 08' E.

Formerly a portion of Parcel No. 31-020-10 (OVER) — 108.85 M/L

173 ft.-th. S. 88° 52' W. 95.5 ft.-th. N. 37° 56' E. 191 ft.-th. N. 79° 46' 30" W. 480 ft.-th. S. 13° 55' E. 185 ft.-N. 84° 35' 30" E. 200 ft.-th. N. 42° 13' 30" E. 235 ft.-th. S. 65° 14' E. 278 ft. to the E. line of Lot 19-th. N. 01° 46' E. 2956.7 ft. to the pt. of beginning.

LEGAL DESCRIPTION — 31-020-65 — LOT OR SEC. — BLK OR TWP. — RANGE — ACRES

Parcelling Description:
That portion lying West of County Road 93-A;described as follows:
COMMENCING at the NW corner of Lot 4, Southern Yolo Irrigated Farms Sub. No. 1-th. along the Wly line S. 00° 11' 06" W. 30 ft. to the pt. of beg.-th. S. 87° 07' 56" E. 1347.15 ft. along the Sly line of County Road No. 31, th. S. 57° 13' 38" E. 449 ft.-th. along a curve concave to the SE, with a radius of 1640 ft., a central angle of 44° 22' 50", an arc length of 1270.32 ft. to a non-tangent-th. S. 13° 01' 17" W. 2339.87 ft. to a pt. on the S. line of Lot 20-th. S. 62° 10' W. 90.79 ft.-th. S. 32° 33' W. 106 ft.-th. S. 67° 55' W. 63 ft.-th. N. 80° 37' W. 111 ft.-th. N. 09° 51' E. 303.9 ft.-th. N. 54° 59' W. 256.4 ft.-th. N. 88° 14' W. 53.1 ft. to E. line of County Road 92-B-th. N. 01° 46' E.

Formerly a portion of Parcel No. 31-020-10 (OVER) — 79.9 M/L

3280 ft. to the pt. of beginning.
And, the E. one-half of abandoned County Road No. 92B, Res. No. 68-58, 886 O. R., 112; 25 ft. Strip along W. bdy.

EXHIBIT "A" (CONT'D)

William & Majorie J. Singleton - Parcel Nos. 31-020-64, 67, 68, 69, 71 & 73

Lots 15, 16, 17, 18, 25, 26, 27, and the East ½ of Lot 28 of Southern Yolo Irrigated Farms, Yolo Reality Syndicate Subdivision Number 4 as per Map thereof recorded in the office of the Yolo County Recorder, Sept. 12, 1914, in Book 3 at Page 24 of Maps; EXCEPTING THEREFROM the Easterly ten acres of Lots 26 and 27 adjoining parcel 6 of the lands of Henry J Hamel, et al, located in Township 8 North, Range 1 East, M.D.B. & M., as per Map of the lands of Henry J Hamel, et al recorded in the office of the Yolo County Recorder May 29, 1928, in Book 4 at Page 79 and 80 of Maps and Surveys.

Lots 21, 22, 23, 24, 29, 30, 31 and the West half of Lot 28 of the Southern Yolo Irrigated Farms, being Yolo Realty Syndicate Subdivision No. 4, as shown by the map or plat thereof now on file and of record in the Office of the County Recorder of the County of Yolo, State of Calif., consisting of 159.10 acres more or less.

257.32 AC TOTAL

Frank & Ramona Martin - Parcel No. 31-020-62

Commencing at the Northeast corner of the 86.17 acre tract of land set forth in the Map of Survey for F. Carmelo Ramos of Portion of the West half of Section 7, T 8 N. R 1 E, M. D. B. & M., and filed for record in Book 8, page 10, Maps and Surveys, on April 4, 1957, and running North 88° 39' West 729.68 feet to a point; Thence South 1° 46' West 2554.89 feet to a point; thence North 66° 50' East 804.65 feet to a point; thence North 1° 46' East, 2220.99 feet to the point of beginning, and containing 40 acres of land more or less.

Property Owners:
James L. & Elizabeth McClish - Parcel Nos. 31-080-10 & 31-080-13

Lots 234, 235, 236, 237, 238, 239, 240 and 241 as shown on the "Subdivision Map of the McMahan Rancho" filed for record in the Office of the Yolo County Recorder on December 20, 1895, in Book 1 of Maps at page 30.

H. H. Johnston - Parcel Nos. 31-010-20 & 54, & 31-070-27.

Description: The W½ of Section 11, T 8 N, R 1 W and the north 40 acres of the NW¼ of Section 14, T 8 N, R 1 W, M.D.B.&M.

Jack H. Wyatt - Parcel Nos. 31-010-35 and 31-070-43

Description: SE¼ of Section 12 and the NE¼ of Section 13, T 8 N, R 1 W, M. B. D. & M.

Property Owners: Bessie H. Griffin & John H. Griffin
Parcel Nos. 31-010-42, 52, 56 & 57:

PARCEL 3:

Lot 5, Briggs Ranch, which map is filed for record in the office of the Recorder of Yolo County, California, in Book 4 of Maps and Surveys, at page 47, described as follows:

BEGINNING at the quarter section corner between Section 36, Township 9 North, Range 1 West, and Section 1, Township 8 North, Range 1 West, M.D.B.& M., and running thence North 89 deg. 10' West 2866.5 feet along the line between Sections 35 and 36, of Township 9 North, Range 1 West, and Sections 1 and 2, Township 8 North, Range 1 West, M.D.B.& M., to an old iron monument in the center line of the County Road; thence South 16 deg. 53 1/2' West 2844.0 feet along the center line of the County Road and the extension thereof to a 1 1/4 inch by 26 inch iron pipe; thence North 89 deg. 53 1/2' East 1041.5 feet to and along a fence line to a corner fence post; thence North 1 deg. 57' East 47 feet to a fence post; thence North 19 deg. 09 1/2' East 243.8 feet to a 1 1/4 inch by 24 inch iron pipe; thence South 68 deg. 58 1/2' East 670.9 feet; to a 1 1/4 inch by 27 inch iron pipe; thence South 89 deg. 14' East 1938.2 feet along a very old fence to a corner fence post; thence North 0 deg. 07' East 2667.1 feet along an old fence line to the place of beginning, being a part of the NE 1/4 of Section 2, and a part of the NW 1/4 of Section 1, in Township 8 North, Range 1 West, M. D. B. & M., containing 199.57 acres of land.

SAVE AND EXCEPT the following described piece or parcel of land, namely: (SEE PAGE 8 OF THIS EXHIBIT "A")

Griffin (Continued):

BEGINNING at a 1¼ inch by 26 inch iron pipe which marks the southwest corner of Lot 5 of the Briggs Ranch as shown on the Map of Briggs ranch as filed in Book 4 of Maps and Surveys, at page 47, Yolo County Records, and running thence along the boundary of said Lot 5, North 69 deg. 52½' East 1041.5 feet to a corner fence post: thence North 1 deg. 58' East 47.0 feet to a corner fence post; thence North 19 deg. 09½' East 243.8 feet to a 1¼ inch by 24 inch iron pipe: thence leaving the boundary of Lot 5, North 69 deg. 56' West 995.2 feet along a fence and the extension thereof to the westerly boundary of Lot 5: thence South 16 deg. 53½' West 648.3 feet along the westerly boundary of Lot 5 to the point of beginning, containing 10.66 acres of land, and being a part of Lot 5 of the Briggs Ranch as shown on the Map of Briggs Ranch as filed on page 47 of Maps and Surveys No. 4 of Yolo County Records, and being a part of the NE¼ of Section 2, and the NW¼ of Section 1, Township 8 North, Range 1 West, M.D.B.&M.

PARCEL 4:
The Southwest Quarter of Section 1, Township 8 North, Range 1 West, M. D. B. & M.

PARCEL 5:
The Southeast Quarter of Section 2, Township 8 North, Range 1 West, M.D. B. & M., EXCEPTING THEREFROM a tract of 15½ acres or thereabouts bounded East by County Road, North by H. Cooper's land and West by H. Cooper's land, being the same tract of land conveyed by J. F. Griffin, administrator of the Estate of Joseph Griffin, deceased, to Henry Cooper by deed dated November 24, 1880, and recorded in Book 41 of Deeds, at page 292, in the County Recorder's Office of the said Yolo County, and leaving a balance of land in said Southeast Quarter of said Section 2 amounting to 144½ acres.

PARCEL 6:
BEGINNING at a 1¼ inch by 26 inch iron pipe which marks the Southwest corner of Lot 5 of the Briggs Ranch as shown on Map of Briggs Ranch as filed on Page 47 of Maps and

Griffin (Cont'd)

Surveys Number 4, of Yolo County Records, and running thence along the boundary of said Lot 5, North 89 deg. 53½' East 1041.5 feet to a corner fence post: thence North 1 deg. 58' East 47.0 feet to a corner fence post; thence North 19 deg. 09½' East 243.8 feet to a 1¼ inch by 24 inch iron pipe: thence leaving the boundary of Lot 5, North 69° 56' West 995.2 feet along a fence and the extension thereof to the westerly boundary of Lot 5: thence South 16 deg. 53½' West 648.3 feet along the Westerly boundary of Lot 5 to the point of beginning, and being a part of Lot 5 of the Briggs Ranch as shown on the Map of Briggs Ranch as filed on Page 47 of Maps and Surveys Number 4 of Yolo County Records, and being a part of the Northeast Quarter of Section 2, and the Northwest Quarter of Section 1, Township 8 North, Range 1 West, M. D. B. & M., and containing 10.66 acres, more or less.

PARCEL 7:

Being part of the Northwest Quarter of Section 1, Township 8 North, Range 1 West, M. D. B. & M., and bounded as follows, to-wit:

COMMENCING at the Southwest corner of said quarter section; thence due east with the line of said quarter section to where said line crosses a ditch and board fence: thence in a westerly direction with said ditch and board fence to where said fence strikes the said Robert C. Briggs (referred to in deed from R. C. Briggs to G. W. Wolfe) fence running in a northerly direction; thence in a southerly direction to the place of beginning, and containing 2 acres, more or less.

PARCEL 8:

Also a part of the South half of the Northwest Quarter (S½ of the NW¼) of Section 1, Township 8 North, Range 1 West, M. D. B. & M., described as follows:

COMMENCING at a post at the Southwest corner of said Johnson (referred to in deed from Willis Johnson to G. W. Wolfe) land on the line of Robert C. Briggs land; thence running in a northerly direction on the line of said Briggs land One Hundred and Seventy-four (174) feet to a post; thence in an easterly direction One Hundred Forty-six yards (146) to a post; thence in a southerly direction Ninety-five feet (95) to a post on the line of said Johnson's tract of land: thence in a westerly direction on the line of said Johnson land to the place of commencement, and containing 1.33 acres, more or less.

PARCEL 9:

The South 81 acres of the SW¼ of Section 2, Township 8 North, Range 1 West M. D. B. & M, EXCEPTING THEREFROM THE FOLLOWING:

A portion of that certain real property situate, lying and being in the County of Yolo, State of California, acquired by George M. Griffin by deed dated June 22, 1917, recorded June 22, 1917, in Book 92 of Deeds, at page 81, Yolo County Records, described as the Southwest ¼ of Section 2, Township 8 North, Range 1 West,

Griffin (Cont'd):

M. D. B. & M. Said portion is all that part thereof lying Southerly and Westerly of the following described line:

Beginning at a point in the section line between Sections 2 and 3, Township 8 North, Range 1 West, M. D.B. & M., distant North 0 deg. 02' 31" East 75.13 feet from the section corner common to Sections 2, 3, 10 and 11, Township 8 North, Range 1 West, M. D. B. & M., and distant South 0 deg. 02' 31" West 2573.36 feet from the quarter section corner between Sections 2 and 3, Township 8 North, Range 1 West, M. D. B. & M., said point of beginning also being distant 110.23 feet Easterly, measured at right angles from Engineer's Station "A3" 132+53.21 of the Department of Public Works' 1955 Survey from Solano County Line to 2-3/4 miles North of Madison, Road III-Yol-90, 6-A, B-Win-D (The California State Zone II coordinates for said point of beginning are X=2,013,875.25 and Y=326,121.86): Thence from said point of beginning South 89 deg. 42' 23" East 489.71 feet; thence South 66 deg. 03' 57" East 109.66 feet; thence South 0 deg. 17' 37" East 60.00 feet to a point distant 700.02 feet Easterly, measured at right angles from Engineer's Station "A3" 131+48.66 of said Survey and distant 30.00 feet Southerly, measured at right angles from Engineer's Station "E" 13+00.00 of said Survey, last said point also being distant South 87 deg. 23' 47" East 590.90 feet from the section corner common to Sections 2, 3, 10 and 11, Township 8 North, Range 1 West.

PARCEL 10:
The North 79 acres of the SW¼ of Section 2, Township 8 North, Range 1 West, M. D. B. & M.

PARCEL 11:
A strip of land 2 rods wide off the South side of the NW¼ of Section 2, Township 8 North, Range 1 West, M. D. B. & M. and extending the entire length of said NW¼ and containing 2 acres and being the same piece of land deeded to Henry Cooper, by Clayton P. Bryant by deed dated July 29, 1874, and recorded in Book R of Deeds, at page 145, Yolo County Records.

PARCEL 12:
That portion of the Northeast Quarter of Section 2, Township 8 North, Range 1 West M. D. B. & M., and from the southwest corner of said Northeast Quarter of Section 2, in Township 8 North, Range 1 West, M. D. B. & M., and running thence North 2 rods: thence East to the center of the County Road: thence southwesterly along the center of said County Road to the boundary of said Northeast quarter: thence west along said south boundary to the point of beginning, being the same land deeded to Henry Cooper by J. R. Briggs, April 5, 1887, recorded in Book 41 of Deeds, at page 294.

PARCEL 13:
A tract of land bounded on the North by the South line of the Northeast Quarter of Section 2, Township

Griffin (Cont'd):

8 North, Range 1 West; on the East and South by the County Road; on the West by the East line of the Southwest Quarter of Section 2, Township 8 North, Range 1 West, and being part of the Southeast Quarter of Section 2, Township 8 North, Range 1 West, containing 15.35 acres, more or less.

PARCEL 14:

Lot 4 of the Briggs Ranch, according to the official plat thereof filed for record in the office of the Recorder of Yolo County, California, on March 17, 1919, in Book 4 of Maps and Surveys, at page 47.

Property Owners: Anthony G. Lopino, Alice C. Lopino & John M. Lopino:
Parcel No. 31-080-22:

PARCEL "E", as shown on that certain Record of Survey of a portion of Lot 7, Waldemar's Survey of Rancho Rio de Los Putos, filed for record in the office of the Yolo County Recorder on September 25th, 1957, in Book 8 of Maps and Surveys, at page 20.

Property Owners: Richard L. Whipple
Assessor's Parcel No. 31-080-28:

Lots 229, 230, 231 and 232 - Subdivision of McMahan Rancho.

Gazenia Weynand et al - Parcel Nos. 21-540-29, 24-220-17 & 31-010-26

Description: The SW¼ of Section 31, T9N, R1E, M.D.B.&M.; the E½ of the SE¼ of Section 36, T9N, R1W, M.D.B.&M.; and the NE¼ of Section 1, T8N, R1W, M.D.B.&M., EXCEPTING THEREFROM, that certain 4 acre parcel located in the NE¼ of the SW¼ of Section 31, T9N, R1E, M.D.B.&M., now owned by Ralph W. Chapman, et al, as recorded in Book 351, page 836 of Official Records.

Property Owner: Rose Fernandez
Assessor's Parcel No. 31-020-25:

Lot 2 - Overhouse Subdivision of a Tract in SW cor. of Sec. 7 and NW cor. of Sec. 18.

Property Owner: Rose Fernandez
Parcel No. 31-080-12:

Lots 222, 223, 224, 225 and 226 of McMahan Rancho

Sebastian & Marie C. Lopez - Parcel No. 31-070-29

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

BEGINNING AT A POINT Eighty (80) rods South of the Northwest corner of the Northeast Quarter of Section 14, Township 8 North, Range 1 West, M. D. B. & M., and running thence South on the East line of the Northwest Quarter and the Southwest Quarter of said Section 14 to the center of the County Road, leading East from Winters; thence along the center of said road, Easterly one-quarter the distance along the South line of the fractional Southeast Quarter of said Section 14; thence North to a point, 80 rods South of the North line of the Northeast Quarter of said Section 14, thence West 40 rods to the point of beginning.

George W. & Alice T. Thompson - Parcel No. 31-070-87

DESCRIPTION: That piece of land situate, lying and being in the County of Yolo, State of California, and bounded and particularly described as follows:

40 acre tract, being a part of Lot 10 Walderman's Subdivision of the Rancho Rio de Los Putos and particularly described as follows:

Beginning at the NW corner of said Lot 10, running thence S. 23° 28' E. 11.28 chains to the SW corner of said Lot 10; thence N. 60° 45' E. 0.80 chains; thence S. 80° 15' E. 17.32 chains; thence S. 86° 15' E. 6.44 chains; thence S. 71° 15' E. 1.50 chains; thence N. 23° 32' W. 25.24 chains to the North line of said Rancho; thence S. 65° W.22.10 chains to the place of beginning, containing 40 acres.

Subject to right of way according to deed of M. V. Sparks et al to Yolo County, recorded in Book "33" of Deeds at page 295.

Subject also to right of way to the Yolo County Consolidated Water Company for ditch purposes.

Also tract of land adjoining the above described tract on the West, described as follows:

Beginning at the NE corner of Lot 11 of Walderman's Subdivision of the Rancho Rio de Los Putos in the center of the County Road, and running along the Eastern boundary of said Lot 11, S. 25° E. 430 feet; thence Northerly in a straight line to a point 107.5 feet S. 65° W. from point of beginning; thence N. 65° E. 107.5 feet to the place of beginning, containing 45/100 acres excluding County Road.

Subject to right of way to the Yolo County Consolidated Water Company for a ditch.

EXHIBIT "A" (CONT'D)

Property Owner:
Daniel Martinez - Parcel No. 31-070-46:

All that real property situate in the County of Yolo, State of California, described as follows, to-wit:

Parts of Lots No. Eight (8) and No. Nine (9) of Waldemar's Subdivision of the Rancho Rio de los Putos being the Easterly half of the land described in a deed from M.V. Sparks to Geo. W. Hodge which is recorded on page 92 of Deeds, book 37 Yolo County Records, and more particularly described as follows: Beginning at a point marked by a plow axle 1½ inches by 12 inches, which is S. 65° 00' W. 2076.36 feet from the northeast corner of Lot No. 8 Waldemar's Subdivision of Rancho Rio de los Putos, and running thence S. 65° 00' W. 661.0 feet to a cast iron boxing 2 inches by 20 inches, thence S. 23° 38' E. at 2822.8 feet a cast iron pump casing 1 3/4 by 14 inches, at 4209.6 feet a plow spindle 1 inch by 12 inches 4863.7 feet to the southerly boundary of said Lot 9; thence following the southerly boundaries of said Lots 9 and No. 8, N. 80° 45' E. 231.3 feet; thence N. 57° 45' E. 165.0 feet; thence N. 89° 00' E. 296.0 feet; thence leaving the southerly boundary of said Lot No. 8, N. 23° 38' W. 5026.3 feet along a very old fence and the extension thereof to the place of beginning.

EXCEPTING AND RESERVING THEREFROM, all crude oil, petroleum, gas brea, asphaltum, and all kindred substances and other minerals in and under said land, the income that may be produced therefrom, and the right to extract the same from its place therein. This exception and reservation shall continue until the 15th day of December, 1979, at which time it shall transfer to and become a part of the interest of the then holder of the legal title to the above described property.

Property Owners: Emilio Martin and Frances Martin
Parcel No. 31-070-42:

BEGINNING at 2" x 2'6" iron pipe set in the center line of County Road No. 91-A, the Northerly line of Section 13, Township 8 North, Range 1 West, M. D. B. & M., and also marking the Southerly boundary of the Huston Tract as said Tract and pipe are shown on a map filed for record in the office of the Recorder of Yolo County in Book 2 of Maps, page 83; thence from said point of beginning along the center line of said County Road No. 91-A South 0° 54' East at 1205.69 feet to a 3/4" x 24" iron pipe and continuing at 2722.09 feet to a point marking the intersection of the centerlines of said County Road No. 91A and County Road No. 32; thence along the center line of said County Road No. 32, North 65° 37' East 725.02 feet to a point; thence along a fence line, North 0° 10' East at 27.60 feet to a 1" x 24" iron pipe set in the Northerly line of said County Road No. 32 and continuing at 2424.85 feet to a 3/4" x 24" iron pipe set in a fence corner and the Northerly line of said Section 13; thence, along said fence and Section line, South 89° 57' West 709.33 feet to the point of beginning, and being a portion of Section 13, Township 8 North, Range 1 West, M.D. B. & M. EXCEPTING THEREFROM: the interest of Dan Felix in and to all oil, gas and minerals for and during his lifetime, as reserved in a deed from Dan Felix, a single man, to Emilio Martin and Frances Martin, his wife, as Joint Tenants, dated October 11, 1955, recorded October 14, 1955, in Book 467 of Official Records, page 277. Containing 40.52 acres, more or less. Subject to existing rights of way.

EXHIBIT "A" (CONT'D)

Property Owners: Emilio Martin and Frances Martin
Parcel No. 31-070-41:

BEGINNING at at 3/4" x 24" iron pipe set in a fence corner and the Notherly line of Section 13, Township 8 North, Range 1 West, M. D. B. & M., said pipe being North 89° 57' East 709.33 feet from a 2" x 2'6" iron pipe set in the Northerly line of said Section 13 and marking the Southerly boundary of the Huston Tract as said tract and pipe are shown on a map filed for record in the office of the County Recorder of said Yolo County in Map Book 2, Page 83; thence from said point of beginning along a fence line South 0° 10' West at 2397.25 feet to a 1" x 24" iron pipe set in the Northerly line of County Road No. 32 and continuing at 2424.85 feet to a point in the center of said County Road; thence along the center line of said Road, North 65° 37' East 674.68 feet to a point; thence along a fence and the quarter section line of said Section 13, North 0° 10' East at 28.00 feet to a 3/4" x 24" iron pipe set in the Northerly line of said County Road No. 32 and continuing at 2146.20 feet to a 3/4" x 24" iron pipe set in a fence corner marking the Northerly line of said Section 13; thence along a fence and the Northerly line of said Section 13, South 89° 57' West 614.82 feet to the point of beginning, containing 32.23 acres of land, and being a portion of Section 13, Township 8 North, Range 1 West, M. D. B. & M.

Said property is also described as follows: The East 32 acres of the Fractional Northwest quarter of Section 13, Township 8 North Range 1 West, M. D. B. &M. being bounded on the North by Lot 53 of Huston Farms Company, on the East by land of M. O. Wyatt, et al, on the South by the Grant line Road, between Winters and Davis, and on the West by land of Dan Felix.

Subject to existing rights of way.

Property Owners: Frank G. and Amalia Martin
Parcel No. 31-070-39:

Beginning at a 3/4" x 24" iron pipe set in the center of County Road No. 91A, said pipe being S. 0° 54' W. 1205.69 feet from a 2" x 2' - 6" iron pipe set in the Northerly line of Section 13, T. 8 N., R. 1 W., M.D.B.&M., and marking the southerly boundary of the Huston Tract as said tract and pipe are shown on a map filed for record in the Office of the County Recorder of said Yolo County in Map Book 2, page 83; thence from said point of beginning, S. 89° 05' W. 1340.00 feet to a 3/4" x 24" iron pipe set in a fence line marking the westerly line of said Section 13; thence along said fence and Section line S. 0° 03' E. at 2084.99 feet to a 3/4"x24" iron pipe set in a fence line marking the northerly line of County Road No. 32 and continuing at 2112.30 feet to a point in the center line of said County Road; thence along the center line of said County Road, N. 65° 37' W. 1497.83 feet to a point marking the intersection of the center lines of said County Road No. 32 and County Road No. 91A; thence along the center line of said County Road No. 91A; N. 0° 54' W. 1516.40 feet to the point of beginning, and being a portion of Section 13, T. 8 N., R. 1 W., M.D.B.&M.

Property Owners: T. R. Martin & Dorothy Martin
Parcel Nos. 38-080-06; 38-080-05; 38-060-02 (Formerly Parcel Nos. 31-070-92; 31-070-93; 31-070-40):

A portion of Lot 9 of Waldemars Subdivision of Rancho Rio de los Putos, more particularly described as follows:

Beginning at a point that bears S. 23° 18' 30" E., 30.00 feet from the most westerly corner of that certain 35 acre tract as same appears of record in that Thomas S. Wilson Esq. map filed in Maps and Surveys, Book 9, page 6, Yolo County Records; said point of beginning being also distant N. 65° 16' 30" E., 2278.16 feet and S. 23° 18' 30" E., 30.00 feet from a cased iron monument at Engineers Station 423+85.50 as station appears on sheet 17 of 21 sheets of Yolo County Highway Survey, Prefix 4, as surveyed in May 1920, approved by Asa G. Proctor, County Engineer; thence from said point of beginning S. 23° 18' 30" E., 602.00 feet along the easterly line of a 40 foot road right of way, thence leaving said right of way, N. 65° 16' 30" E., 361.95 feet; thence N. 23° 18' 30" W., 602.00 feet to a point 30.00 feet southerly at right angles from the northerly line of the Wolfskill Grant; thence parallel to and 30.00 feet southerly from said grant line, S. 65° 16' 30" W., 361.95 feet to the point of beginning, containing 5.00 acres of land, more or less.

That parcel of real property described in the deed recorded in the Office of the Yolo County Recorder in Book 550 of Official Records at page 513, Yolo County Records. (Recorded September 10, 1958)

That parcel of real property described in the deed recorded in the Office of the Yolo County Recorder in Book 776 of Official Records at page 211, Yolo County Records. (Recorded October 20, 1964)

Property Owners: Tadakazu Kato and Misao Kato
Parcel No. 31-080-19:

That parcel of real property described in the deed recorded on January 15, 1958 in the Office of the Yolo County Recorder in Book 531 of Official Records at page 473, Yolo County Records.

Property Owners: Walter Turkovich and Helen M. Turkovich
Parcel Nos. 31-080-07; 31-080-24:

That parcel of real property described in the deed recorded on November 4, 1957 in the Office of the Yolo County Recorder in Book 526 of Official Records at page 182

Property Owners: Rudolph & Irene George
Parcel No. 31-070-32:

A tract of Land beginning at a point 80 rods South of the North line of the Northeast Quarter and 120 rods East of the East line of the Northwest Quarter of Section 14, in Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and running South to the center of the County Road leading Easterly from the Town of Winters; thence Easterly along the center of said road one-fourth the dist nce along the South line of the fractional Southeast Quarter of Section 14 to the land formerly owned by E. Majors; (Such land formerly owned by said Majors being the fractional Northwest and Southwest quarters of Section 13 of said Township); thence North to a point 80 rods South of the North line of the Northeast quarter of said Section 14; thence West 40 rods to the place of beginning.

Property Owner: Frank A. Ramos
Parcel Nos. 31-070-90; 31-070-91:

That certain real property situated in the County of Yolo, State of California, described as follows, to-wit:

Part of Lot 8 of Waldemar's Subdivision of the Rancho Rio de Los Putos; and beginning at the Northeast corner of said Lot 8, running thence South 23° 32' East along the line of a Board fence 89.13 chains to the center of Putah Creek; thence South 79° 45' W. 2.46 chains; thence S. 72° 15' W. 2.32 chains; thence S. 81° 45' W. 1.30 chains; thence S. 72° 45' W. 1.83 chains thence S. 82° 45' W. 2.07 chains; thence S. 89° 45' W. 3.95 chains; thence N. 82° 15' W. 10.72 chains thence S. 89° W. 9.13 chains; thence N. 23° 32' W. 76.67 chains to the North line of said Rancho; thence N. 65° E. 31.46 chains to the place of beginning, containing 260 acres, more or less.
EXCEPTING from the above described tract Lots 1 to 8, inclusive of Kahn's Subdivision near the Town of Winters, as per map thereof on file and of record in the office of the County Recorder of said County of Yolo. SAVING AND EXCEPTING and reserving therefrom unto the Capital Company, its successors and assigns from all the above described lands all oil gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder together with all easement and rights necessary or co enient for the production, storage and transportation thereof.

Property Owner: Frank A. Ramos:
Parcel Nos. 31-070-90; 31-070-91 (cont'd):

All that real property in the County of Yolo, State of California, described as follows:

A part of Lot 8 of Waldemar's Subdivision of the Rancho Rio de Los Putos, Yolo County, California, described as follows:

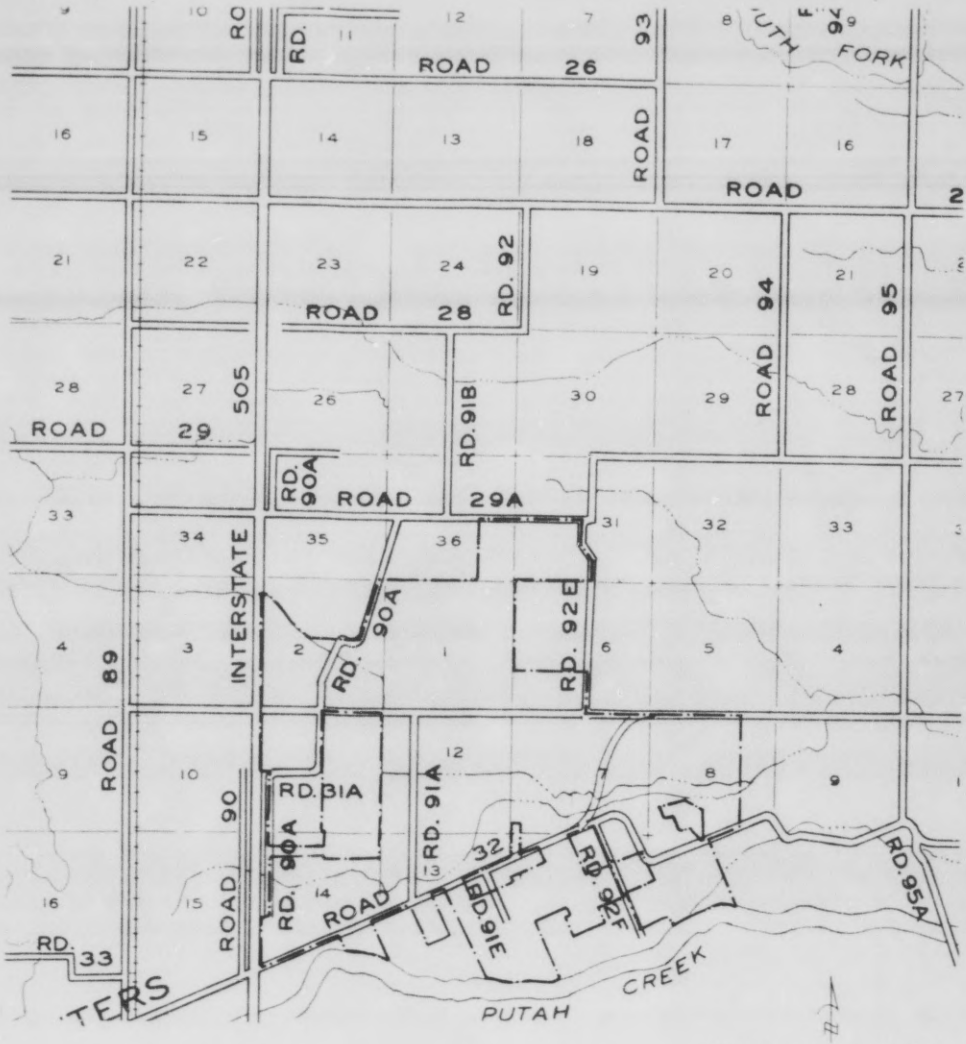
Beginning at a point in the line common to said Lot 8 and Lot 7 of said Waldemar's Subdivision as same appears of record on that Record of Survey map filed in Maps and Surveys Book 8 at page 20, Yolo County Records, said point of beginning being situate South 21° 44' 50" East 1704.03 feet from the northeasterly corner of said Lot 8, said point of beginning is also the southeasterly corner of Lot 7 of Kahn's Subdivision, near the Town of Winters per map thereof filed in Map Book 1 at page 28, November 5, 1890; extending thence from said point of beginning, along the East line of said Lot 8, South 21° 44' 50" East, 4360 feet more or less to the centerline of Putah Creek; thence westerly up and along the centerline of Putah Creek and the meanderings thereof 1100 feet more or less to a point; thence along a line parallel with the East line of said Lot 8, and South 66° 50' West 1037.80 feet distant westerly therefrom, North 21° 44' 50" West 4012 feet more or less to the southwesterly corner of said Lot 7 of Kahn's Subdivision; thence along the southerly line of said Lot 7, North 66° 50' East 1037.80 feet to the point of beginning and including 100 acres of land more or less.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder together with all easements and rights necessary or convenient for the production, storage and transportation thereof, as reserved by Capital Company, its successors and assigns in deed dated December 8, 1943, recorded December 31, 1943, in Book 187 of Official Records, at page 109.

Property Owner: Rose Fernandez
Parcel No. 31-020-32:

Beginning at the NW cor. of Lot 46 of the Huston Tract (Map Bk. 2, pg. 83) th. E. along the N. line of said Lot 46, 1200 ft., M/L-th. S. 1° 13 M. W. 1675.92 ft.-th. S. 36° 07' 40" E. 149.5 ft.-th. S. 66° 49 M. W. along the S. line of Lot 46, 500 ft. M/L-th. Nly 1200 ft., M/L-th. Wly 780 ft., M/L-th the W. line of Lot 46-th. Nly 844.9 ft. to the pt. of beg.

EXHIBIT "B"



COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 39

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-244 ADOPTED ON DECEMBER 15, 1969.

DECEMBER 15th 1969
DATE

Laurence D. Lee
CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HEMIGAN, Clerk

By ..... Deputy

RESOLUTION NO. 69- 245

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 39 pursuant to said Act by Resolution No. 69- 244 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 15,1969 , which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. [illegible]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY FAYE H. LUCAS, DEPUTY

(SEAL)

EXHIBIT "A"

Property Owner: F. Carmelo Ramos
Parcel No. 31-020-48:

That parcel of real property described in the deed recorded in the Office of the Yolo County Recorder in Book 489 of Official Records at page 465 Yolo County Records.

Property Owner: F. Carmelo Ramos
Parcel No. 31-070-31:

That parcel of real property described in the document recorded in the Office of the Yolo County Recorder on November 13, 1944 in Book 209 of Official Records at page 40 Yolo County Records.

Property Owner: F. Carmelo Ramos
Parcel No. 31-070-51:

That parcel of real property described in the document recorded in the Office of the Yolo County Recorder on January 30, 1943 in Book 170 of Official Records at page 476 Yolo County Records.

Property Owner: F. Carmelo Ramos
Parcel No. 31-080-21:

That parcel of real property described in the document recorded in the Office of the Yolo County Recorder in Book 523 of Official Records at page 227 Yolo County Records.

Property Owner: Frank & Bringfriede Puttoff
Parcel No. 31-020-33:

All of Lot 45 and the portion of Lot 46 of the Huston Tract described as follows: beginning at the NE corner of said Lot 46, th. S. 1° 13' W. 1576.20 ft.-th. S. 68° 49' W. along the S. line of said Lot 45 a distance of 533.09 ft.-th. N. 36° 07' 40" W. 149.52 ft.-th. N. 0° 36' 20" E. 1675.92 ft. to a pt. on the NLy line of said Lot 46-th. S. 88° 32' 00" E. 98.69 ft.-th. S. 80° 36' 00" E. 269.60 ft.-[illegible] 290.60 ft.-th. S. 73° 51' 00" E 87.20 ft. to the pt. of beg. and contg. and aggregate of

61.0

EXHIBIT "A" (CONT'D)

Property Owner: Tony Fernandez
Parcel No. 31-070-30:

That certain real property situate in the County of Yolo, State of California, described as follows:

BEGINNING at a point 80 rods South and 40 rods East from the Northwest corner of the Northeast Quarter of Section 14, Township 8 North, Range 1 West, which point of beginning is also the Northeast corner of land distributed to Mrs. Emma E. Bentley, by decree of distribution in the matter of the estate of Henry Cooper, deceased, recorded February 2nd, 1943, in Book 62 of Deeds, at page 473; running thence East 40 rods to a point; thence south along a line parallel to the quarter section line running North and South through the center of Section 14, to the center of the County Road, which center line is also the North line of the Rancho Rio de Los Putes; thence Southwesterly along the center of said County Road, to the Southeast corner of the property now or formerly owned by Mrs. Emma Bentley; thence North along the East line of the property now or formerly owned by Mrs. Emma Bentley to the place of beginning.

E. L. Wallace

31-020-23

LEGAL DESCRIPTION FORMERLY PAR. NO. 22-11-3 PRIOR TO 1963

LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
			54.26

Tract beg. at the SE cor. of Lot 15 - Huston Tract - Th. N. 88° 57 M. W. 1523.2 Ft., more or less, to NE cor. of Lot 44 - Huston Tract - Th. S. 1° 13 M. W. along E. line of Lot 44 - Huston Tract - 1552 Ft. to SE cor. of said Lot 44 - Th. S. 88° 57 M. E. 1523 Ft. more or less, to the quarter Sec. Line dividing the E. from the W. half of Sec. 7 T. 8 N. R. 1 E. - Th. N. 1° 45 M. E. along said quarter Sec. line 1552 Ft. to point of beginning.

Lots 15 to 18 - Huston Tract (OVER) 70

Lots 43 and 44, Huston Tract Formerly Code Area 64-01 prior to 1962 57.35

~~Except 1.01 M. B. as conveyed to Universal Consolidated Oil Co. (Right Report, 1955)~~ 141.61

And, abandoned County Road 922, as abandoned by Reel. 68-58, Recorded 886 O. R., Page 112, 7/11/68; 25 ft. along the Wly bdy.

LEGAL DESCRIPTION 31-030-04

LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
			92.57

Lots 9 to 12, incl, Huston Tract

LEGAL DESCRIPTION 31-030-14

LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
			118.705

Lots 1, 2, 7, 8, 9, 10, Yolo Realty Syndicate Sub. No. 4

Southern Yolo Irrigated Farms, being Yolo Realty Syndicate Sub. #4, Map Book 3, Page 24

Pt. 886 O. R., Page 112

EXHIBIT "A" (CONT'D)

F. L. Wallace (Continued)

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP	RANGE	ACRES
31-010-31				
Lots 35 and 36, Huston Tract				40.19
Formerly Parcel No. 22-10-31 prior to 1963				

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP	RANGE	ACRES
31-010-33				
Lots 48 and 52, Huston Tract				80.30
Formerly Parcel No. 22-10-33 prior to 1963				

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP	RANGE	ACRES
31-010-34				
Lots 47 and 53, Huston Tract				80.31
Subject to Easement to P. G. & E. Co., 835 O. R., Page 24				
Formerly Parcel No. 22-10-34 prior to 1963				

P. L. Wallace (Cont'd) EXHIBIT "A" (CONT'D)

LEGAL DESCRIPTION 31-010-27

	LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
Lots 3 to 8, incl, Huston Tract				159.41

Formerly Parcel No. 22-10-27 prior to 1963

LEGAL DESCRIPTION 31-010-28

	LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
Lots 19 to 24, inc., and Lots 37 to 42, incl, Huston Tract				243.78

Subject to Easement to P. G. & E. Co., 835 O. Ro, Page 34

Formerly Parcel No. 22-10-28 prior to 1963

LEGAL DESCRIPTION 31-010-29

	LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
Lots 26 and 28, Huston Tract				40.19

Formerly Parcel No. 22-10-29 prior to 1963

E. L. Wallace (Cont'd)

LEGAL DESCRIPTION — LOT OR SEC. — BLK OR TWP. — RANGE — ACRES

Parcelling Description:
That portion lying EAST of County Road No. 93-A, described as follows:
COMMENCING at the NE cor. of Lot 3-Southern Irrigated Farms-th. S. 01° 46' W. 100 ft. along the Ely line of Lot 3 to the pt. of beg., being also a pt. in a non-tangent curve concave to the South, having a radius of 1450 ft., a radial line of said curve through a central angle of 28° 49' 51" an arc length of 728.02 ft. to a pt. in a non-tangent line-th. S. 60° 09' 32" W. 199.1 ft. to a pt. in a non-tangent curve concave to the SE, having a radius of 1560 ft., a radial line of curve through pt. bearing N. 32° 35' 53" W.-th. SWly along curve through a central angle of 44° 22' 50", an arc length of 1208.36 ft.-th. S. 13° 01' 17" W. 2214.16 ft.-to the Sly line of Lot 20-th. N. 62° 10' E. 37.67 ft.-th. N. 77° 22' E. 472 ft.-th. N. 87° 08' E. (OVER)

Formerly a portion of Parcel No. 31-020-10 — 108.85 M/L

173 ft.-th. S. 88° 52' W. 95.5 ft.-th. N. 37° 56' E. 191 ft.-th. N. 79° 46' 30" W. 480 ft.-th. S. 13° 55' E. 185 ft.-N. 84° 35' 30" E. 200 ft.-th. N. 42° 13' 30" E. 285 ft.-th. S. 65° 14' E. 278 ft. to the E. line of Lot 19-th. N. 01° 46' E. 2956.7 ft. to the pt. of beginning.

---- OF 31-020-65 — LOT OR SEC. — BLK OR TWP. — RANGE — ACRES

Parcelling Description:
That portion lying West of County Road 93-A;described as follows:
Commencing at the NW corner of Lot 4, Southern Yolo Irrigated Farms Sub. No. 1-th. along the Wly line S. 00° 11' 06" W. 30 ft. to the pt. of beg.-th. S. 89° 07' 56" E. 1347.15 ft. along the Sly line of County Road No. 31, th. S. 57° 13' 36" E. 449 ft.-th. along a curve concave to the SE, with a radius of 1640 ft., a central angle of 44° 22' 50", an arc length of 1270.32 ft. to a non-tangent-th. S. 13° 01' 17" W. 2339.87 ft. to a pt. on the S. line of Lot 20-th. S. 62° 10' W. 90.79 ft.-th. S. 32° 33' W. 106 ft.-th. S. 67° 55' W. 63 ft.-th. N. 80° 37' W. 111 ft.-th. N. 03° 51' E. 303.9 ft.-th. N. 54° 59' W. 256.4 ft.-th. N. 88° 14' W. 53.1 ft. to E. line of County Road 92-B-th. N. 01° 46' E. (OVER)

Formerly a portion of Parcel No. 31-020-10 — 79.9 M/L

3280 ft. to the pt. of beginning.
And, the E. one-half of abandoned County Road No. 92B, Res. No. 68-58, 886 O. R., 112; 25 ft. Strip along W. bdy.

EXHIBIT "A" (CONT'D)

William & Majorie J. Singleton - Parcel Nos. 31-020-64, 67, 68, 69, 71 & 73

Lots 15, 16, 17, 18, 25, 26, 27, and the East ½ of Lot 28 of Southern Yolo Irrigated Farms, Yolo Realty Syndicate Subdivision Number 4 as per Map thereof recorded in the office of the Yolo County Recorder, Sept. 12, 1914, in Book 3 at Page 24 of Maps; EXCEPTING THEREFROM the Easterly ten acres of Lots 26 and 27 adjoining parcel 6 of the lands of Henry J Hamel, et al, located in Township 8 North, Range 1 East, M.D.B. & M., as per Map of the lands of Henry J Hamel, et al recorded in the office of the Yolo County Recorder May 29, 1928, in Book 4 at Page 79 and 80 of Maps and Surveys.

Lots 21, 22, 23, 24, 29, 30, 31 and the West half of Lot 28 of the Southern Yolo Irrigated Farms, being Yolo Realty Syndicate Subdivision No. 4, as shown by the map or plat thereof now on file and of record in the Office of the County Recorder of the County of Yolo, State of Calif., consisting of 159.10 acres more or less.

257.32 AC TOTAL

Frank & Ramona Martin - Parcel No. 31-020-62

Commencing at the Northeast corner of the 86.17 acre tract of land set forth in the Map of Survey for F. Carmelo Ramos of Portion of the West half of Section 7, T 8 N. R 1 E, M. D. B. & M., and filed for record in Book 8, page 10, Maps and Surveys, on April 4, 1957, and running North 88° 39' West 729.63 feet to a point; Thence South 1° 46' West 2554.89 feet to a point; thence North 66° 50' East 804.65 feet to a point; thence North 1° 46' East, 2220.99 feet to the point of beginning, and containing 40 acres of land more or less.

Property Owners:
James L. & Elizabeth McClish - Parcel Nos. 31-080-10 & 31-080-13

Lots 234, 235, 236, 237, 238, 239, 240 and 241 as shown on the "Subdivision Map of the McMahan Rancho" filed for record in the Office of the Yolo County Recorder on December 20, 1895, in Book 1 of Maps at page 30.

H. H. Johnston - Parcel Nos. 31-010-20 & 54, & 31-070-27.

Description: The W½ of Section 11, T 8 N, R 1 W and the north 40 acres of the NW¼ of Section 14, T 8 N, R 1 W, M.D.B.&M.

Jack H. Wyatt - Parcel Nos. 31-010-35 and 31-070-43

Description: SE¼ of Section 12 and the NE¼ of Section 13, T 8 N, R 1 W, M. B. D. & M.

Property Owners: Bessie H. Griffin & John H. Griffin
Parcel Nos. 31-010-42, 52, 56 & 57:

PARCEL 3:

Lot 5, Briggs Ranch, which map is filed for record in the office of the Recorder of Yolo County, California, in Book 4 of Maps and Surveys, at page 47, described as follows:

BEGINNING at the quarter section corner between Section 36, Township 9 North, Range 1 West, and Section 1, Township 8 North, Range 1 West, M.D.B.& M., and running thence North 89 deg. 10' West 2866.5 feet along the line between Sections 35 and 36, of Township 9 North, Range 1 West, and Sections 1 and 2, Township 8 North, Range 1 West, M.D.B.& M., to an old iron monument in the center line of the County Road; thence South 16 deg. 53 1/2' West 2844.0 feet along the center line of the County Road and the extension thereof to a 1 1/4 inch by 26 inch iron pipe; thence North 89 deg. 53 1/2' East 1041.5 feet to and along a fence line to a corner fence post; thence North 1 deg. 57' East 47 feet to a fence post; thence North 19 deg. 09 1/2' East 243.8 feet to a 1 1/4 inch by 24 inch iron pipe; thence South 68 deg. 58 1/2' East 670.9 feet; to a 1 1/4 inch by 27 inch iron pipe; thence South 89 deg. 14' East 1938.2 feet along a very old fence to a corner fence post; thence North 0 deg. 07' East 2667.1 feet along an old fence line to the place of beginning, being a part of the NE 1/4 of Section 2, and a part of the NW 1/4 of Section 1, in Township 8 North, Range 1 West, M. D. B. & M., containing 199.57 acres of land.

SAVE AND EXCEPT the following described piece or parcel of land, namely: (SEE PAGE 8 OF THIS EXHIBIT "A")

Griffin (Continued):

BEGINNING at a 1¼ inch by 26 inch iron pipe which marks the southwest corner of Lot 5 of the Briggs Ranch as shown on the Map of Briggs ranch as filed in Book 4 of Maps and Surveys, at page 47, Yolo County Records, and running thence along the boundary of said Lot 5, North 69 deg. 52½' East 1041.5 feet to a corner fence post: thence North 1 deg. 58' East 47.0 feet to a corner fence post; thence Nath 19 deg. 09½' East 243.8 feet to a 1¼ inch by 24 inch iron pipe: thence leaving the boundary of Lot 5, North 69 deg. 56' West 995.2 feet along a fence and the extension thereof to the westerly boundary of Lot 5: thence South 16 deg. 53½' West 648.3 feet along the westerly boundary of Lot 5 to the point of beginning, containing 10.66 acres of land, and being a part of Lot 5 of the Briggs Ranch as shown on the Map of Briggs Ranch as filed on page 47 of Maps and Surveys No. 4 of Yolo County Records, and being a part of the NE¼ of Section 2, and the NW¼ of Section 1, Township 8 North, Range 1 West, M.D.B.&M.

PARCEL 4:
The Southwest Quarter of Section 1, Township 8 North, Range 1 West, M. D. B. & M.

PARCEL 5:
The Southeast Quarter of Section 2, Township 8 North, Range 1 West, M.D. B. & M., EXCEPTING THEREFROM a tract of 15½ acres or thereabouts bounded East by County Road, North by H. Cooper's land and West by H. Cooper's land, being the same tract of land conveyed by J. F. Griffin, administrator of the Estate of Joseph Griffin, deceased, to Henry Cooper by deed datedNovember 24, 1880, and recorded in Book 41 of Deeds, at page 292, in the County Recorder's Office of the said Yolo County, and leaving a balance of land in said Southeast Quarter of said Section 2 amounting to 144½ acres.

PARCEL 6:
BEGINNING at a 1¼ inch by 26 inch iron pipe which marks the Southwest corner of Lot 5 of the Briggs Ranch as shown on Map of Briggs Ranch as filed on Page 47 of Maps and

Griffin (Cont'd)

Surveys Number 4, of Yolo County Records, and running thence along the boundary of said Lot 5, North 89 deg. 53½' East 1041.5 feet to a corner fence post: thence North 1 deg. 58' East 47.0 feet to a corner fence post; thence North 19 deg. 09½' East 243.8 feet to a 1¼ inch by 24 inch iron pipe: thence leaving the boundary of Lot 5, North 69° 56' West 995.2 feet along a fence and the extension thereof to the westerly boundary of Lot 5: thence South 16 deg. 53½' West 648.3 feet along the Westerly boundary of Lot 5 to the point of beginning, and being a part of Lot 5 of the Briggs Ranch as shown on the Map of Briggs Ranch as filed on Page 47 of Maps and Surveys Number 4 of Yolo County Records, and being a part of the Northeast Quarter of Section 2, and the Northwest Quarter of Section 1, Township 8 North, Range 1 West, M. D. B. & M., and containing 10.66 acres, more or less.

PARCEL 7:

Being part of the Northwest Quarter of Section 1, Township 8 North, Range 1 West, M. D. B. & M., and bounded as follows, to-wit:

COMMENCING at the Southwest corner of said quarter section; thence due east with the line of said quarter section to where said line crosses a ditch and board fence: thence in a westerly direction with said ditch and board fence to where said fence strikes the said Robert C. Briggs (referred to in deed from R. C. Briggs to G. W. Wolfe) fence running in a northerly direction; thence in a southerly direction to the place of beginning, and containing 2 acres, more or less.

PARCEL 8:

Also a part of the South half of the Northwest Quarter (S½ of the NW¼) of Section 1, Township 8 North, Range 1 West, M. D. B. & M., described as follows:

COMMENCING at a post at the Southwest corner of said Johnson (referred to in deed from Willis Johnson to G. W. Wolfe) land on the line of Robert C. Briggs land; thence running in a northerly direction on the line of said Briggs land One Hundred and Seventy-four (174) feet to a post; thence in an easterly direction One Hundred Forty-six yards (146) to a post; thence in a southerly direction Ninety-five feet (95) to a post on the line of said Johnson's tract of land: thence in a westerly direction on the line of said Johnson land to the place of commencement, and containing 1.33 acres, more or less.

PARCEL 9:

The South 81 acres of the SW¼ of Section 2, Township 8 North, Range 1 West M. D. B. & M, EXCEPTING THEREFROM THE FOLLOWING:

A portion of that certain real property situate, lying and being in the County of Yolo, State of California, acquired by George M. Griffin by deed dated June 22, 1917, recorded June 22, 1917, in Book 92 of Deeds, at page 81, Yolo County Records, described as the Southwest ¼ of Section 2, Township 8 North, Range 1 West,

Griffin (Cont'd):

M. D. B. & M. Said portion is all that part thereof lying Southerly and Westerly of the following described line:

Beginning at a point in the section line between Sections 2 and 3, Township 8 North, Range 1 West, M. D.B. & M., distant North 0 deg. 02' 31" East 75.13 feet from the section corner common to Sections 2, 3, 10 and 11, Township 8 North, Range 1 West, M. D. B. & M., and distant South 0 deg. 02' 31" West 2573.36 feet from the quarter section corner between Sections 2 and 3, Township 8 North, Range 1 West, M. D. B. & M., said point of beginning also being distant 110.23 feet Easterly, measured at right angles from Engineer's Station "A_3"132+53.21 of the Department of Public Works' 1955 Survey from Solano County Line to 2-3/4 miles North of Madison, Road III-Yol-90, 6-A, B-Win-D (The California State Zone II coordinates for said point of beginning are X=?,013,825.25 and Y=326,121.86): Thence from said point of beginning South 89 deg. 42' 23" East 489.71 feet: thence South 66 deg. 03' 57" East 109.66 feet: thence South 0 deg. 17' 37" East 60.00 feet to a point distant 700.62 feet Easterly, measured at right angles from Engineer's Station "A_3" 131+48.66 of said Survey and distant 30.00 feet Southerly, measured at right angles from Engineer's Station"E"13+00.00 of said Survey, last said point also being distant South 87 deg. 23' 47" East 590.90 feet from the section corner common to Sections 2, 3, 10 and 11, Township 8 North, Range 1 West.

PARCEL 10:
The North 79 acres of the SW¼ of Section 2, Township 8 North, Range 1 West, M. D. B. & M.

PARCEL 11:
A strip of land 2 rods wide off the South side of the NW¼ of Section 2, Township 8 North, Range 1 West, M. D. B. & M. and extending the entire length of said NW¼ and containing 2 acres and being the same piece of land deeded to Henry Cooper, by Clayton P. Bryant by deed dated July 29, 1874, and recorded in Book R of Deeds, at page 145, Yolo County Records.

PARCEL 12:
That portion of the Northeast Quarter of Section 2, Township 8 North, Range 1 West M. D. B. & M., and from the southwest corner of said Northeast Quarter of Section 2, in Township 8 North, Range 1 West, M. D. B. & M., and running thence North 2 rods: thence East to the center of the County Road; thence southwesterly along the center of said County Road to the boundary of said Northeast quarter; thence west along said south boundary to the point of beginning, being the same land deeded to Henry Cooper by J. R Briggs, April 5, 1887, recorded in Book 41 of Deeds, at page 294.

PARCEL 13:
A tract of land bounded on the North by the South line of the Northeast Quarter of Section 2, Township

Griffin (Cont'd):

8 North, Range 1 West; on the East and South by the County Road; on the West by the East line of the Southwest Quarter of Section 7, Township 8 North, Range 1 West, and being part of the Southeast Quarter of Section 12, Township 8 North, Range 1 West, containing 15.35 acres, more or less.

PARCEL 14:

Lot 4 of the Briggs Ranch, according to the official plat thereof filed for record in the office of the Recorder of Yolo County, California, on March 17, 1919, in Book 4 of Maps and Surveys, at page 47.

Property Owners: Anthony G. Lopino, Alice C. Lopino & John M. Lopino:
Parcel No. 31-080-22:

PARCEL "E", as shown on that certain Record of Survey of a portion of Lot 7, Waldemar's Survey of Rancho Rio de Los Putos, filed for record in the office of the Yolo County Recorder on September 25th, 1957, in Book 8 of Maps and Surveys, at page 20.

Property Owners: Richard L. Whipple
Assessor's Parcel No. 31-080-28:

Lots 229, 230, 231 and 232 - Subdivision of McMahan Rancho.

Gazenia Weynand et al - Parcel Nos. 21-540-29, 24-220-17 & 31-010-26

Description: The SW¼ of Section 31, T9N, R1E, M.D.B.&M.; the E½ of the SE¼ of Section 36, T9N, R1W, M.D.B.&M.; and the NE¼ of Section 1, T8N, R1W, M.D.B.&M., EXCEPTING THEREFROM, that certain 4 acre parcel located in the NE¼ of the SW¼ of Section 31, T9N, R1E, M.D.B.&M., now owned by Ralph W. Chapman, et al, as recorded in Book 351, page 836 of Official Records.

Property Owner: Rose Fernandez
Assessor's Parcel No. 31-020-25:

Lot 2 - Overhouse Subdivision of a Tract in SW cor. of Sec. 7 and NW cor. of Sec. 18.

Property Owner: Rose Fernandez
Parcel No. 31-080-12:

Lots 222, 223, 224, 225 and 226 of McMahan Rancho

Sebastian & Marie C. Lopez - Parcel No. 31-070-29

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

BEGINNING AT A POINT Eighty (80) rods South of the Northwest corner of the Northeast Quarter of Section 14, Township 8 North, Range 1 West, M. D. B. & M., and running thence South on the East line of the Northwest Quarter and the Southwest Quarter of said Section 14 to the center of the County Road, leading East from Winters; thence along the center of said road, Easterly one-quarter the distance along the South line of the fractional Southeast Quarter of said Section 14; thence North to a point, 80 rods South of the North line of the Northeast Quarter of said Section 14, thence West 40 rods to the point of beginning.

George W. & Alice T. Thompson - Parcel No. 31-070-87

DESCRIPTION: That piece of land situate, lying and being in the County of Yolo, State of California, and bounded and particularly described as follows:

40 acre tract, being a part of Lot 10 Walderman's Subdivision of the Rancho Rio de Los Putos and particularly described as follows:

Beginning at the NW corner of said Lot 10, running thence S. 23° 28' E. 11.28 chains to the SW corner of said Lot 10; thence N. 60° 45' E. 0.80 chains; thence S. 80° 15' E. 17.32 chains; thence S. 86° 15' E. 6.44 chains; thence thence S. 71° 15' E. 1.50 chains; thence N. 23° 32' W. 25.24 chains to the North line of said Rancho; thence S. 65° W.22.10 chains to the place of beginning, containing 40 acres.

Subject to right of way according to deed of M. V. Sparks et al to Yolo County, recorded in Book "33" of Deeds at page 295.

Subject also to right of way to the Yolo County Consolidated Water Company for ditch purposes.

Also tract of land adjoining the above described tract on the West, described as follows:

Beginning at the NE corner of Lot 11 of Walderman's Subdivision of the Rancho Rio de Los Putos in the center of the County Road, and running along the Eastern boundary of said Lot 11, S. 25° E. 430 feet; thence Northerly in a straight line to a point 107.5 feet S. 65° W. from point of beginning; thence N. 65° E. 107.5 feet to the place of beginning, containing 45/100 acres excluding County Road.

Subject to right of way to the Yolo County Consolidated Water Company for a ditch.

Property Owner:
Daniel Martinez - Parcel No. 31-070-46:

All that real property situate in the County of Yolo, State of California, described as follows, to-wit:

Parts of Lots No. Eight (8) and No. Nine (9) of Waldemar's Subdivision of the Rancho Rio de los Putos being the Easterly half of the land described in a deed from M.V. Sparks to Geo. W. Hodge which is recorded on page 92 of Deeds, book 37 Yolo County Records, and more particularly described as follows: Beginning at a point marked by a plow axle 1½ inches by 12 inches, which is S. 65° 00' W. 2076.36 feet from the northeast corner of Lot No. 8 Waldemar's Subdivision of Rancho Rio de los Putos, and running thence S. 65° 00' W. 661.0 feet to a cast iron boxing 2 inches by 20 inches, thence S. 23° 38' E. at 2822.8 feet a cast iron pump casing 1 3/4 by 14 inches, at 4209.6 feet a plow spindle 1 inch by 12 inches 4863.7 feet to the southerly boundary of said Lot 9; thence following the southerly boundaries of said Lots 9 and No. 8, N. 80° 45' E. 231.3 feet; thence N. 57° 45' E. 165.0 feet; thence N. 89° 00' E. 296.0 feet; thence leaving the southerly boundary of said Lot No. 8, N. 23° 38' W. 5026.3 feet along a very old fence and the extension thereof to the place of beginning.

EXCEPTING AND RESERVING THEREFROM, all crude oil, petroleum, gas brea, asphaltum, and all kindred substances and other minerals in and under said land, the income that may be produced therefrom, and the right to extract the same from its place therein. This exception and reservation shall continue until the 15th day of December, 1979, at which time it shall transfer to and become a part of the interest of the then holder of the legal title to the above described property.

Property Owners: Emilio Martin and Frances Martin
Parcel No. 31-070-42:

BEGINNING at 2" x 2'6" iron pipe set in the center line of County Road No. 91-A, the Northerly line of Section 13, Township 8 North, Range 1 West, M. D. B. & M., and also marking the Southerly boundary of the Huston Tract as said Tract and pipe are shown on a map filed for record in the office of the Recorder of Yolo County in Book 2 of Maps, page 83; thence from said point of beginning along the center line of said County Road No. 91-A South 0° 54' East at 1205.69 feet to a 3/4" x 24" iron pipe and continuing at 2722.09 feet to a point marking the intersection of the centerlines of said County Road No. 91A and County Road No. 32; thence along the center line of said County Road No. 32, North 65° 37' East 725.02 feet to a point; thence along a fence line, North 0° 10' East at 27.60 feet to a 1" x 24" iron pipe set in the Northerly line of said County Road No. 32 and continuing at 2424.85 feet to a 3/4" x 24" iron pipe set in a fence corner and the Northerly line of said Section 13; thence, along said fence and Section line, South 89° 57' West 709.33 feet to the point of beginning, and being a portion of Section 13, Township 8 North, Range 1 West, M.D. B. & M. EXCEPTING THEREFROM: the interest of Dan Felix in and to all oil, gas and minerals for and during his lifetime, as reserved in a deed from Dan Felix, a single man, to Emilio Martin and Frances Martin, his wife, as Joint Tenants, dated October 11, 1955, recorded October 14, 1955, in Book 467 of Official Records, page 277. Containing 40.52 acres, more or less. Subject to existing rights of way.

EXHIBIT "A" (CONT'D)

Property Owners: Emilio Martin and Frances Martin
Parcel No. 31-070-41:

BEGINNING at at 3/4" x 24" iron pipe set in a fence corner and the Notherly line of Section 13, Township 8 North, Range 1 West, M. D. B. & M., said pipe being North 89° 57' East 709.33 feet from a 2" x 2'6" iron pipe set in the Northerly line of said Section 13 and marking the Southerly boundary of the Huston Tract as said tract and pipe are shown on a map filed for record in the office of the County Recorder of said Yolo County in Map Book 2, Page 83; thence from said point of beginning along a fence line South 0° 10' West at 2397.25 feet to a 1" x 24" iron pipe set in the Northerly line of County Road No. 32 and continuing at 2424.85 feet to a point in the center of said County Road; thence along the center line of said Road, North 65° 37' East 674.68 feet to a point; thence along a fence and the quarter section line of said Section 13, North 0° 10' East at 28.00 feet to a 3/4" x 24" iron pipe set in the Northerly line of said County Road No. 32 and continuing at 2146.20 feet to a 3/4" x 24" iron pipe set in a fence corner marking the Northerly line of said Section 13; thence along a fence and the Northerly line of said Section 13, South 89° 57' West 614.82 feet to the point of beginning, containing 32.23 acres of land, and being a portion of Section 13, Township 8 North, Range 1 West, M. D. B. & M.

Said property is also described as follows: The East 32 acres of the Fractional Northwest quarter of Section 13, Township 8 North Range 1 West, M. D. B. &M. being bounded on the North by Lot 53 of Huston Farms Company, on the East by land of M. O. Wyatt, et al, on the South by the Grant Line Road, between Winters and Davis, and on the West by land of Dan Felix.

Subject to existing rights of way.

Property Owners: Frank G. and Amalia Martin
Parcel No. 31-070-39:

Beginning at a 3/4" x 24" iron pipe set in the center of County Road No. 91A, said pipe being S. 0° 54' W. 1205.69 feet from a 2" x 2' - 6" iron pipe set in the Northerly line of Section 13, T. 8 N., R. 1 W., M.D.B.&M., and marking the southerly boundary of the Huston Tract as said tract and pipe are shown on a map filed for record in the Office of the County Recorder of said Yolo County in Map Book 2, page 83; thence from said point of beginning, S. 89° 05' W. 1340.00 feet to a 3/4" x 24" iron pipe set in a fence line marking the westerly line of said Section 13; thence along said fence and Section line S. 0° 03' E. at 2084.99 feet to a 3/4"x24" iron pipe set in a fence line marking the northerly line of County Road No. 32 and continuing at 2112.30 feet to a point in the center line of said County Road; thence along the center line of said County Road, N. 65° 37' E. 1497.03 feet to a point marking the intersection of the center lines of said County Road No. 32 and County Road No. 91A; thence along the center line of said County Road No. 91A; N. 0° 54' W. 1516.40 feet to the point of beginning, and being a portion of Section 13, T. 8 N., R. 1 W., M.D.B.&M.

Property Owners: T. R. Martin & Dorothy Martin
Parcel Nos. 38-080-06; 38-080-05; 38-060-02 (formerly Parcel Nos. 31-070-92; 31-070-93; 31-070-40):

A portion of Lot 9 of Waldemars Subdivision of Rancho Rio de los Putos, more particularly described as follows:

Beginning at a point that bears S. 23° 18' 30" E., 30.00 feet from the most westerly corner of that certain 35 acre tract as same appears of record in that Thomas S. Wilson Esq. map filed in Maps and Surveys, Book 9, page 6, Yolo County Records; said point of beginning being also distant N. 65° 16' 30" E., 2278.16 feet and S. 23° 18' 30" E., 30.00 feet from a cased iron monument at Engineers Station 423+85.50 as station appears on sheet 17 of 21 sheets of Yolo County Highway Survey, Prefix 4, as surveyed in May 1920, approved by Asa G. Proctor, County Engineer; thence from said point of beginning S. 23° 18' 30" E., 602.00 feet along the easterly line of a 40 foot road right of way, thence leaving said right of way, N. 65° 16' 30" E., 361.95 feet; thence N. 23° 18' 30" W., 602.00 feet to a point 30.00 feet southerly at right angles from the northerly line of the Wolfskill Grant; thence parallel to and 30.00 feet southerly from said grant line, S. 65° 16' 30" W., 361.95 feet to the point of beginning, containing 5.00 acres of land, more or less.

That parcel of real property described in the deed recorded in the Office of the Yolo County Recorder in Book 550 of Official Records at page 513, Yolo County Records. (Recorded September 10, 1958)

That parcel of real property described in the deed recorded in the Office of the Yolo County Recorder in Book 776 of Official Records at page 211, Yolo County Records. (Recorded October 20, 1964)

Property Owners: Tadakazu Kato and Misao Kato
Parcel No. 31-080-19:

That parcel of real property described in the deed recorded on January 15, 1958 in the Office of the Yolo County Recorder in Book 531 of Official Records at page 473, Yolo County Records.

Property Owners: Walter Turkovich and Helen M. Turkovich
Parcel Nos. 31-080-07; 31-080-24:

That parcel of real property described in the deed recorded on November 4, 1957 in the Office of the Yolo County Recorder in Book 526 of Official Records at page 182

Property Owners: Rudolph & Irene George
Parcel No. 31-070-32:

A tract of Land beginning at a point 80 rods South of the North line of the Northeast Quarter and 120 rods East of the East line of the Northwest Quarter of Section 14, in Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and running South to the center of the County Road leading Easterly from the Town of Winters; thence Easterly along the center of said road one-fourth the distance along the South line of the fractional Southeast Quarter of Section 14 to the land formerly owned by E. Majors; (Such land formerly owned by said Majors being the fractional Northwest and Southwest quarters of Section 13 of said Township); thence North to a point 80 rods South of the North line of the Northeast quarter of said Section 14; thence West 40 rods to the place of beginning.

Property Owner: Frank A. Ramos
Parcel Nos. 31-070-90; 31-070-91:

That certain real property situated in the County of Yolo, State of California, described as follows, to-wit:

Part of Lot 8 of Waldemar's Subdivision of the Rancho Rio de Los Putos; and beginning at the Northeast corner of said Lot 8, running thence South 23° 32' East along the line of a Board fence 89.13 chains to the center of Putah Creek; thence South 79° 45' W. 2.46 chains; thence S. 72° 15' W. 2.32 chains; thence S. 81° 45' W. 1.30 chains; thence S. 72° 45' W. 1.83 chains thence S. 82° 45' W. 2.07 chains; thence S. 89° 45' W. 3.95 chains; thence N. 82° 15' W. 10.72 chains thence S. 89° W. 9.13 chains; thence N. 23° 32' W. 76.67 chains to the North line of said Rancho; thence N. 65° E. 31.46 chains to the place of beginning, containing 260 acres, more or less.
EXCEPTING from the above described tract Lots 1 to 8, inclusive of Kahn's Subdivision near the Town of Winters, as per map thereof on file and of record in the office of the County Recorder of said County of Yolo. SAVING AND EXCEPTING and reserving therefrom unto the Capital Company, its successors and assigns from all the above described lands all oil gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder together with all easement and rights necessary or convenient for the production, storage and transportation thereof.

EXHIBIT "A" (CONT'D)

Property Owner: Frank A. Ramos:
Parcel Nos. 31-070-90; 31-070-91 (cont'd):

All that real property in the County of Yolo, State of California, described as follows:

A part of Lot 8 of Waldemar's Subdivision of the Rancho Rio de Los Putos, Yolo County, California, described as follows:

Beginning at a point in the line common to said Lot 8 and Lot 7 of said Waldemar's Subdivision as same appears of record on that Record of Survey map filed in Maps and Surveys Book 8 at page 20, Yolo County Records, said point of beginning being situate South 21° 44' 50" East 1704.03 feet from the northeasterly corner of said Lot 8, said point of beginning is also the southeasterly corner of Lot 7 of Kahn's Subdivision, near the Town of Winters per map thereof filed in Map Book 1 at page 28, November 5, 1890; extending thence from said point of beginning, along the East line of said Lot 8, South 21° 44' 50" East, 4360 feet more or less to the centerline of Putah Creek; thence westerly up and along the centerline of Putah Creek and the meanderings thereof 1100 feet more or less to a point; thence along a line parallel with the East line of said Lot 8, and South 66° 50' West 1037.80 feet distant westerly therefrom, North 21° 44' 50" West 4012 feet more or less to the southwesterly corner of said Lot 7 of Kahn's Subdivision; thence along the southerly line of said Lot 7, North 66° 50' East 1037.80 feet to the point of beginning and including 100 acres of land more or less.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder together with all easements and rights necessary or convenient for the production, storage and transportation thereof, as reserved by Capital Company, its successors and assigns in deed dated December 8, 1943, recorded December 31, 1943, in Book 187 of Official Records, at page 109.

Property Owner: Rose Fernandez
Parcel No. 31-020-32:

Beginning at the NW cor. of Lot 46 of the Huston Tract (Map Bk. 2, pg. 83) th. E. along the N. line of said Lot 46, 1200 ft., M/L-th. S. 1° 13 M. W. 1675.92 ft.-th. S. 36° 07' 40" E. 149.5 ft.-th. S. 66° 49 M. W. along the S. line of Lot 46, 500 ft. M/L-th. Nly 1200 ft., M/L-th. Wly 780 ft., M/L-th the W. line of Lot 46-th. Nly 844.9 ft. to the pt. of beg.

FILED
JAN 5 1970
LAURENCE P. HENIGAN, Clerk
By PETE R. LUCAS Deputy

RESOLUTION NO. 69- 246

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~enlargement~~) Agricultural Preserve No. 30 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) (~~enlargement~~) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.

2. The action taken by this resolution is in conformance with the Yolo County General Plan.

3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.

4. The territory described in said Exhibit "A"

   a. is designated for agricultural use in the Yolo County General Plan,

   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 30 is hereby declared (established) (~~enlarged~~) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon the Board of Supervisors.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December 19 69, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

/s/ ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

Mary Lucille Fritter - Parcel Nos. 21-630-06 and 21-640-07

Description: That portion of Rancho Canada de Capay bounded on the north by Woodland Tract, on the east by Lowe, on the south by Cache Creek and on the west by John A. Mast, containing 244 acres, excepting that portion lying southerly of the centerline and westerly of Adams Canal, as per map on filed in the Office of the Recorder of Yolo County on September 19, 1951 in Book 353 of Maps at Page 110.

Anna B. Stephens & W. F. Stephens - Parcel Nos. 21-620-01, 02, 03, & 06

Beginning at a point which bears S. 85° 06' 08" W. 3052.66 feet from that corner which is common to the centerline of County Road #87, Parcel One and Parcel Three as shown on that Record of Survey for F.Stephens filed in Maps and Surveys Book 10, Page 49, Yolo County Records; thence from said point of beginning N. 46° 11' 19" W. 2018.15 feet; thence N. 09° 24' 03" E. 1209.42 feet along the centerline of the Capay Canal; thence leaving the centerline of the Capay Canal S. 74° 23' 54" W. 25.93 feet; thence N. 10° 06' 54" E. 4240.34 feet; thence N. 81° 06' 34" E. 1935.63 feet; thence N. 08° 52' 26" W. 1677.98 feet; thence N. 81° 06' 48" E. 2597.24 feet to a point in the westerly boundary of the Woodland Tract as shown in Map Book 2, Page 20 of Yolo County Records; thence along the westerly boundary of said Woodland Tract, N. 01° 02' 17" E. 1297.34 feet to the east one-quarter section corner of Section 6, T. 10 N., R 1 W. M. D. B. & M.; thence along the one-quarter section line east and west through Section 6, N. 89° 29' 15" W. 2623.26 feet to the center of Section 6, T. 10 N., R. 1 W, thence along the one-quarter section line north and south through section 6, S. 00° 26' 15" W. 1436.55 feet to its intersection with the northerly line of the Rancho Canada De Capay; thence along the northerly line of said Rancho S. 81° 08' 19" W., 3303.29 feet; thence leaving said northerly Rancho line S. 10° 06' 54" W., 9644.15 feet; thence S. 88° 51' 54" E., 1869.88 feet; thence N. 68° 30' 55" E., 651.71 feet; thence N. 58° 50' 25" E., 1458.71 feet; thence N. 74° 06' 21" E., 170.00 feet to the point of beginning, containing 649.098 Acres of land.

Including herewith an access easement for Parcel Two from County Road #87 through a portion of Parcel One of the F. Stephens Survey as filed in the office of the Yolo County Recorder, in Maps and Surveys Book 10, Page 49; The center line of a 60 foot easement is described as follows:

Beginning at a point in the centerline of County Road #87 which point bears N. 10° 17' 00" E. 717.37 feet from that point in the centerline of County Road #87 common to Parcel One and Parcel Three of the Survey for F. Stephens mentioned above; thence from said point of beginning the following courses and distances: N. 87° 30' 58" W. 684.39 feet; thence S. 86° 33' 17" W. 341.05 feet; thence S. 77° 56' 45" W. 655.37 feet; thence S. 66° 16' 46" W. 1227.20 feet; thence S. 57° 01' 30" W. 526.70 feet to a point in the northeasterly line of said Parcel Two, containing 4.73 Acres of Land,

for property described as:

The following described real property situate in the County of Yolo, State of California, particularly described as follows:

Beginning at a point in the centerline of County Road #87, which point is that corner common to Parcel One and Parcel Three as shown on that Record of Survey for F. Stephens, filed in Maps and Surveys, Book 10, Page 49 of Yolo County Records; thence from said point of beginning S. 85° 06' 08" W. 3052.66 feet; thence N. 46° 11' 19" W. 2018.15 feet; thence N. 09° 24' 03" E. 1209.42 feet along the centerline of the Capay Canal; thence leaving said Capay Canal centerline, S. 74° 23' 54" W. 25.93 feet; thence N. 10° 06' 54" E. 4240.34 feet; thence N. 81° 06' 34" E. 1935.63 feet; thence N. 08° 52' 26" W. 1677.98 feet; thence N. 81° 06' 48" E. 2597.24 feet to a point in the westerly boundary of the Woodland Tract as shown in Map Book 2, Page 20, of Yolo County Records; thence along the westerly line of the Woodland Tract, S. 01° 02' 17" W. 226.00 feet; thence S. 19° 31' 40" E. 294.00 feet; thence S. 00° 44' 50" E. 383.00 feet; thence S. 32° 25' 40" E. 666.00 feet; thence S. 00° 16' 40" E. 1273.63 feet; thence N. 89° 43' 20" E. 11.34 feet to the intersection of the Centerline of County Road #19 and County Road #87; thence along the centerline of County Road #87 S. 10° 17' 00" W. 2083.53 feet; thence leaving the centerline of County Road #87 and along an existing fence line N. 89° 54' 22" W. 4123.66 feet; thence S. 00° 01' 41" W. 1351.30 feet to a point in the north boundary of the Capay Canal right of way; thence along the Capay Canal north right of way line, N. 71° 09' 30" E., 765.79 feet; thence S. 88° 05' 30" E. 463.39 feet; thence S. 72° 25' 30" E. 162.19 feet; thence leaving said Capay Canal northerly right of way line, S. 00° 02' 30" W. 26.22 feet to the centerline of the Capay Canal; thence down and along the Capay Canal centerline S. 72° 25' 30" E. 490.96 feet; thence S. 79° 05' 30" E. 833.57 feet; thence N. 75° 17' 00" E. 700.03 feet; thence S. 79° 12' 00" E. 347.55 feet; thence S. 10° 05' 00" E. 276.14 feet; thence S. 35° 37' 23" E. 176.15 feet to the intersection of the centerline of the Capay Canal with the centerline of County Road #87; thence along the centerline of County Road #87, S. 10° 17' 00" W. 2324.77 feet to the point of beginning, containing 717.80 Acres of land.

Subject to the following described access easement:

An Access easement for Parcel Two from County Road #87 through a portion of Parcel One of the F. Stephens Survey as filed in the office of the Yolo County Recorder, in Maps and Surveys Book 10, Page 49; The centerline of a 60 foot easement is described as follows: Beginning at a point in the centerline of County Road #87 which point bears N. 10° 17' 00" E. 717.37 feet from that point in the centerline of County Road #87 common to Parcel One and Parcel Three of the Survey for F. Stephens mentioned above; thence from said point of beginning the following

Anna B. Stephens and W. F. Stephens cont. -3-

courses and distances: N.87° 30' 58" W. 684.39 feet; thence S. 86° 33' 17" W. 341.05 feet; thence S. 77° 56' 45" W. 655.37 feet; thence S. 66° 16' 46" W. 1227.20 feet; thence S. 57° 01' 30" W. 526.70 feet to a point in the northeasterly line of said Parcel Two containing 4.73 Acres of Land,

Jack D. Mast - Parcel Nos. 19-401-07, 19 & 20

Description: The S½ of Section 34 and that portion of the SW¼ of Section 35 lying westerly of Interstate 505, T11N, R1W, M.D.B.&M.

Jack D. Mast - Parcel Nos. 21-790-31 & 32

Description: All of Lot 70 as shown on the Map of the Woodland Tract as filed for record in the Office of the Record of the County of Yolo in Book 2 of Maps at Page 20.

Jack D. Mast - Parcel No. 21-630-05

Mary Grace Mast & Calvin C. Mast

LEGAL DESCRIPTION	LOT OR ETC.	BLK. OR TWP.	RANGE	OF THE LOT ACRES
All that part of the following described lands lying N. of the irrigating ditch, containing 160 acres, more or less, and located in the W 1/2 of R. C. de C. as part of Rancho Jesus Maria, bounded on the N. by County Road, on the W. by lands of Mary Gray, E. by Mary G. Mast and S. by Cache Creek, containing 244 acres, more or less, the lands hereby described are bounded on the N. by County Road, on the E. by Mary G. Mast, on the S. by irrigating ditch and on the W. by Mary Gray; excepting therefrom the Nly 25.62 acres of land conveyed to Robert Leroy Hayes, et ux. by deed recorded in Book 621 O. R., at Page 553				134.38 M/L

Formerly a portion of Parcel No. 21-09-20
Formerly Code Area 50-04 prior to 1961

EXHIBIT "A" (CONT'D)

Jack D. Mast - Parcel No. 21-640-06

Mary Grace Mast & Calvin C. Mast

LEGAL DESCRIPTION	LOT OR SEC.	BLK. OR TWP.	RANGE	ACRES
All that part of the following described lands lying S. of the irrigating ditch, containing 80 acres, more or less, and located in the W 1/2 of R. C. de C. as part of Rancho Jesus Maria, bounded on the N. by County Road, on the W. by lands of Mary Gray, E. by Mary G. Mast and S. by Cache Creek, containing 2/A acres, more or less; the lands hereby described are bounded on the N. by irrigating ditch; on the E. by Mary G. Mast, on the S. by the center line of Cache Creek and on the W. by Mary Gray.				80. M/L
Formerly a portion of Parcel No. 21-09-17 Formerly Case Appl. 50-04 prior to 1963 FORMERLY PAR. NO. 21-080-19 PRIOR TO 1963				

Josephine Gimenez and Louis Gimenez, Jr. - Parcel No. 21-630-01

BEGINNING at the southeast corner of lot 38 of Woodland Tract, as per map of Woodland Tract on file and of record in Book 2 of Maps, at page 20, Records of Yolo County; thence from said point of beginning south 79° 24' east 3706 feet to a point; thence south 10° 05' west 4016 feet to a point in the center of an irrigation ditch; thence north 77° 15' west, along the center of said irrigation ditch, 3740 feet to a point; thence north 10° 27' east, 3896 feet to the point of beginning, containing 330[illegible] acres, more or less.

Robert L. and Janet M. Hayes - 21-630-04:

A portion of the Rancho Canada de Capay

Beginning at a point on the South line of County Road #19 which is S. 79° 24'E, 3379.00 feet and S. 10° 05' W. 30.73 feet from a 3/4" iron pin in the centerline of County Road #19 marking the centerline of said County Road and East line of Louis Gimmes property as same appears of record on map filed in the Yolo County Recorders Office in Maps & Surveys Book 6, page 29; point of beginning also being the Northeast corner of that 540.30 acre parcel of Joe and Katie Craig as same appears of record on map filed in Yolo County Recorders Office in Maps & Surveys Book 3, page 13; thence from said point of beginning along the South line of said County Road S. 67° 26' E., 1573.23 feet; thence S. 10° 05' W., 555.27 feet; thence N. 79° 55' W., 1536.60 feet; thence N. 10° 05' E. 897.52 feet to the point of beginning, including 25.62 acres of land.

Reserving unto the grantor a 50 foot right of way for road purposes along the East boundary of said property.

Joe & Pauline Gwerder - Parcel No. 21-630-02:

BEGINNING at the northeast corner of the George D. Stephens Tract, formerly the Stephens Agricultural and Livo Stock Company's Tract in Rancho Canada de Capay, in Township 10 North, Range 1 West, M.D.B. & M., said point being also situate in the South line of the County Road along the South boundary of the "Woodland Tract", and running thence down and along the east line of the hereinbefore mentioned Stephens Tract South 10° 35' West Two Thousand Nine Hundred and Eighty-seven feet; thence South 78° 02' East Nine Hundred and Forty-five and 9/10ths feet; thence North 10° 35' East Three Thousand One and 15/100ths feet up and along a fence line to the point of intersection with the South line of the above mentioned County Road; thence North 78° 52' West up and along the South line of said County Road a distance of Nine Hundred and Forty-five and 7/10ths feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM an undivided one-half interest in all oil, gas and/or minerals in and under said lands, which are expressly reserved unto grantor, its successors and assigns, together with the right of the grantor, its successors, assigns, lessees and legal representatives at all times to enter on the above described lands and take all the usual, necessary or convenient means to bore wells, make excavations and to remove all the oil, gas and/or minerals herein reserved, and found thereon, it being understood, however, that any and all leases made by the grantor for the removal of said oil, gas and/or minerals shall be subject to approval of grantees herein.

SUBJECT TO Rights of Way, Restrictions, Reservations and Easements existing or of record.

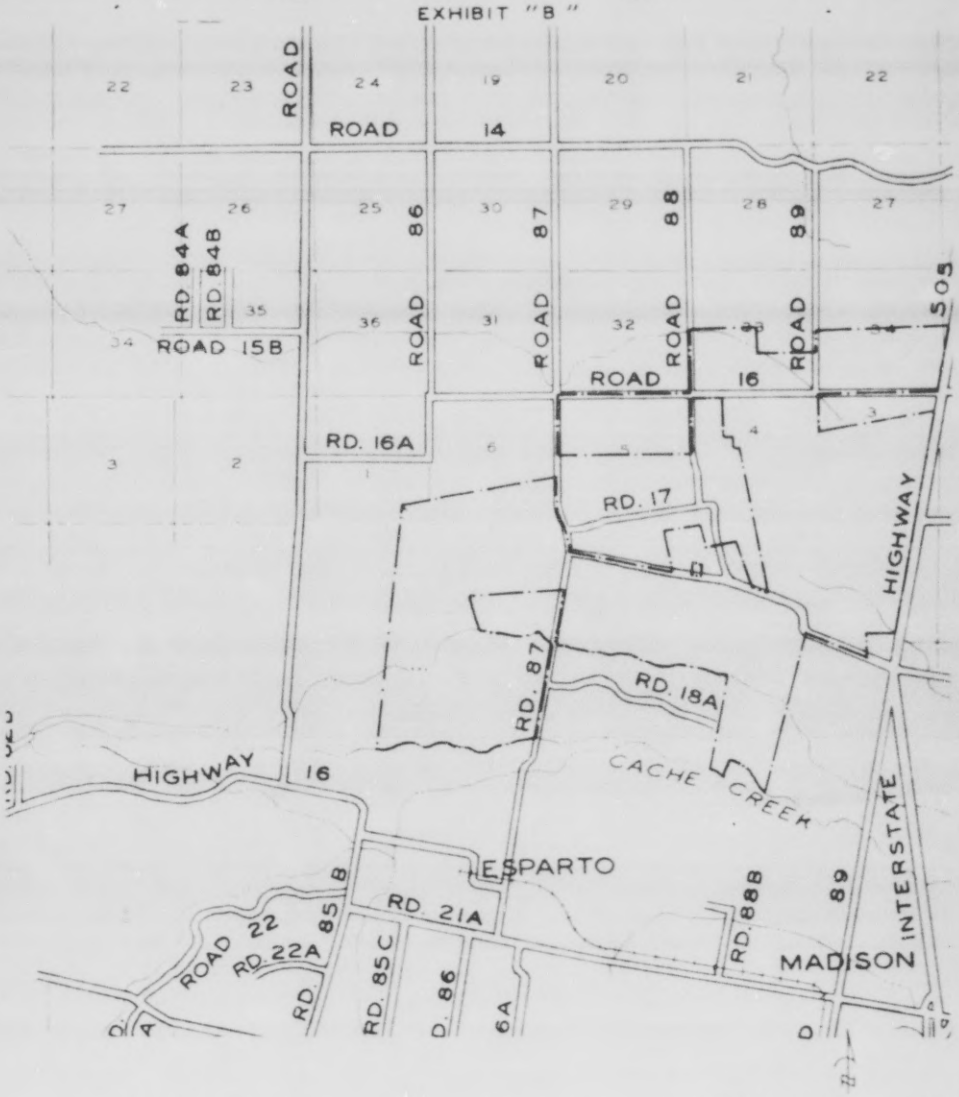
Joe Gwerder - Parcel No. 21-790-25

Lot No. 73 of the Woodland Tract, as per the official map thereof, recorded January 10, 1910, and containing 25.83 acres, more or less

Maurine Merritt - Parcel No. 21-790-01

Description: The NW¼ of Section 5, T10N, R1W, M.D.B.&M.

EXHIBIT "B"



SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 30

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-27.
ADOPTED ON DECEMBER 15, 1969.

DECEMBER 15th 1969
DATE

CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk

By PETE J. VIDAS, Deputy

RESOLUTION NO. 69-247

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 30 pursuant to said Act by Resolution No. 69-246; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 15, 1969, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE F. LUCAS DEPUTY

(SEAL)

Mary Lucille Fritter - Parcel Nos. 21-630-06 and 21-640-07

Description: That portion of Rancho Canada de Capay bounded on the north by Woodland Tract, on the east by Lowe, on the south by Cache Creek and on the west by John A. Mast, containing 244 acres, excepting that portion lying southerly of the centerline and westerly of Adams Canal, as per map on filed in the Office of the Recorder of Yolo County on September 19, 1951 in Book 353 of Maps at Page 110.

Anna B. Stephens & W. F. Stephens - Parcel Nos. 21-620-01, 02, 03, & 06

Beginning at a point which bears S. 85° 06' 08" W. 3052.66 feet from that corner which is common to the centerline of County Road #87, Parcel One and Parcel Three as shown on that Record of Survey for F.Stephens filed in Maps and Surveys Book 10, Page 49, Yolo County Records; thence from said point of beginning N. 46° 11' 19" W. 2018.15 feet; thence N. 09° 24' 03" E. 1209.42 feet along the centerline of the Capay Canal; thence leaving the centerline of the Capay Canal S. 74° 23' 54" W. 25.93 feet; thence N. 10° 06' 54" E. 4240.34 feet; thence N. 81° 06' 34" E. 1935.63 feet; thence N. 08° 52' 26" W. 1677.98 feet; thence N. 81° 06' 48" E. 2597.24 feet to a point in the westerly boundary of the Woodland Tract as shown in Map Book 2, Page 20 of Yolo County Records; thence along the westerly boundary of said Woodland Tract, N. 01° 02' 17" E. 1297.34 feet to the east one-quarter section corner of Section 6, T. 10 N., R 1 W. M. D. B. & M.; thence along the one-quarter section line east and west through Section 6, N. 89° 29' 15" W. 2623.26 feet to the center of Section 6, T. 10 N., R. 1 W, thence along the one-quarter section line north and south through section 6, S. 00° 26' 15" W. 1436.55 feet to its intersection with the northerly line of the Rancho Canada De Capay; thence along the northerly line of said Rancho S. 81° 08' 19" W., 3303.29 feet; thence leaving said northerly Rancho line S. 10° 06' 54" W., 9644.15 feet; thence S. 88° 51' 54" E., 1869.88 feet; thence N. 68° 30' 55" E., 651.71 feet; thence N. 58° 50' 25" E., 1458.71 feet; thence N. 74° 06' 21" E., 170.00 feet to the point of beginning, containing 649.098 Acres of land.

Including herewith an access easement for Parcel Two from County Road #87 through a portion of Parcel One of the F. Stephens Survey as filed in the office of the Yolo County Recorder, in Maps and Surveys Book 10, Page 49; The center line of a 60 foot easement is described as follows:

Beginning at a point in the centerline of County Road #87 which point bears N. 10° 17' 00" E. 717.37 feet from that point in the centerline of County Road #87 common to Parcel One and Parcel Three of the Survey for F. Stephens mentioned above; thence from said point of beginning the following courses and distances: N. 87° 30' 58" W. 684.39 feet; thence S. 86° 33' 17" W. 341.05 feet; thence S. 77° 56' 45" W. 655.37 feet; thence S. 66° 16' 46" W. 1227.20 feet; thence S. 57° 01' 30" W. 526.70 feet to a point in the northeasterly line of said Parcel Two, containing 4.73 Acres of land,

for property described as:

The following described real property situate in the County of Yolo, State of California, particularly described as follows:

Beginning at a point in the centerline of County Road #87, which point is that corner common to Parcel One and Parcel Three as shown on that Record of Survey for F. Stephens, filed in Maps and Surveys, Book 10, Page 49 of Yolo County Records; thence from said point of beginning S. 85° 06' 08" W. 3052.66 feet; thence N. 46° 11' 19" W. 2018.15 feet; thence N. 09° 24' 03" E. 1209.42 feet along the centerline of the Capay Canal; thence leaving said Capay Canal centerline, S. 74° 23' 54" W. 25.93 feet; thence N. 10° 06' 54" E. 4240.34 feet; thence N. 81° 06' 34" E. 1935.63 feet; thence N. 08° 52' 26" W. 1677.98 feet; thence N. 81° 06' 48" E. 2597.24 feet to a point in the westerly boundary of the Woodland Tract as shown in Map Book 2, Page 20, of Yolo County Records; thence along the westerly line of the Woodland Tract, S. 01° 02' 17" W. 226.00 feet; thence S. 19° 31' 40" E. 294.00 feet; thence S. 00° 44' 50" E. 383.00 feet; thence S. 32° 25' 40" E. 666.00 feet; thence S. 00° 16' 40" E. 1273.63 feet; thence N. 89° 43' 20" E. 11.34 feet to the intersection of the Centerline of County Road #19 and County Road #87; thence along the centerline of County Road #87 S. 10° 17' 00" W. 2083.53 feet; thence leaving the centerline of County Road #87 and along an existing fence line N. 89° 54' 22" W. 4123.66 feet; thence S. 00° 01' 41" W. 1351.30 feet to a point in the north boundary of the Capay Canal right of way; thence along the Capay Canal north right of way line, N. 71° 09' 30" E., 765.79 feet; thence S. 88° 05' 30" E. 463.39 feet; thence S. 72° 25' 30" E. 162.19 feet; thence leaving said Capay Canal northerly right of way line, S. 00° 02' 30" W. 26.22 feet to the centerline of the Capay Canal; thence down and along the Capay Canal centerline S. 72° 25' 30" E. 490.96 feet; thence S. 79° 05' 30" E. 833.57 feet; thence N. 75° 17' 00" E. 700.03 feet; thence S. 79° 12' 00" E. 347.55 feet; thence S. 10° 05' 00" E. 276.14 feet; thence S. 35° 37' 23" E. 176.15 feet to the intersection of the centerline of the Capay Canal with the centerline of County Road #87; thence along the centerline of County Road #87, S. 10° 17' 00" W. 2324.77 feet to the point of beginning, containing 717.80 Acres of land.

Subject to the following described access easement:

An Access easement for Parcel Two from County Road #87 through a portion of Parcel One of the F. Stephens Survey as filed in the office of the Yolo County Recorder, in Maps and Surveys Book 10, Page 49; The centerline of a 60 foot easement is described as follows: Beginning at a point in the centerline of County Road #87 which point bears N. 10° 17' 00" E. 717.37 feet from that point in the centerline of County Road #87 common to Parcel One and Parcel Three of the Survey for F. Stephens mentioned above; thence from said point of beginning the following

Anna B. Stephens and W. F. Stephens cont.

courses and distances: N.87° 30' 58" W. 684.39 feet; thence S. 86° 33' 17" W. 341.05 feet; thence S. 77° 56' 45" W. 655.37 feet; thence S. 66° 16' 46" W. 1227.20 feet; thence S. 57° 01' 30" W. 526.70 feet to a point in the northeasterly line of said Parcel Two containing 4.73 Acres of Land,

Jack D. Mast - Parcel Nos. 19-401-07, 19 & 20

Description: The S½ of Section 34 and that portion of the SW¼ of Section 35 lying westerly of Interstate 505, T11N, R1W, M.D.B.&M.

Jack D. Mast - Parcel Nos. 21-790-31 & 32

Description: All of Lot 70 as shown on the Map of the Woodland Tract as filed for record in the Office of the Record of the County of Yolo in Book 2 of Maps at Page 20.

Jack D. Mast - Parcel No. 21-630-05

Mary Grace Mast & Calvin C. Mast

SHOW ALL OF THIS	LOT OR SEC.	BLK. OR TWP.	RANGE	BF. THIS PAR. ACRES
LEGAL DESCRIPTION				
All that part of the following described lands lying N. of the irrigating ditch, containing 160 acres, more or less, and located in the W 1/2 of R. C. de C. as part of Rancho Jesus Maria, bounded on the N. by County Road, on the W. by lands of Mary Grey, E. by Mary G. Mast and S. by Cache Creek, containing 244 acres, more or less, the lands hereby described are bounded on the N. by County Road, on the E. by Mary G. Mast, on the S. by irrigating ditch and on the W. by Mary Gray; excepting therefrom the NEly 25.62 acres of land conveyed to Robert Leroy Hayes, et ux, by deed recorded in Book 621 O. R., at Page 553				134.38 M/L
Formerly a portion of Parcel No. 21-09-20				
Formerly Code Area [illegible]				

EXHIBIT "A" (CONT'D)

Jack D. Mast - Parcel No. 21-640-06

Mary Grace Mast & Calvin C. Mast

LEGAL DESCRIPTION	LOT OR SEC.	BLK. OR TWP.	RANGE	ACRES
All that part of the following described lands lying S. of the irrigating ditch, containing 80 acres, more or less, and located in the W 1/2 of R. C. de C. as part of Rancho Jesus Maria, bounded on the N. by County Road, on the W. by lands of Mary Gray, E. by Mary G. Mast and S. by Cache Creek, containing 24 acres, more or less; the lands hereby described are bounded on the N. by irrigating ditch; on the E. by Mary G. Mast, on the S. by the center line of Cache Creek and on the W. by Mary Gray.				80. M/L
Formerly a portion of Parcel No. 21-09-17 Formerly Code Area 50-04 prior to 1963 FORMERLY P.N. NO. 21-070-19 PRIOR TO 1963				

Josephine Gimenez and Louis Gimenez, Jr. - Parcel No. 21-630-01

BEGINNING at the southeast corner of lot 38 of Woodland Tract, as per map of Woodland Tract on file and of record in Book 2 of Maps, at page 20, Records of Yolo County; thence from said point of beginning south 79° 24' east 3706 feet to a point; thence south 10° 05' west 4016 feet to a point in the center of an irrigation ditch; thence north 77° 15' west, along the center of said irrigation ditch, 3740 feet to a point; thence north 10° 37' east, 3695 feet to the point of beginning, containing 330[illegible] acres, more or less.

EXHIBIT "A" (CONT'D)

Robert L. and Janet M. Hayes - 21-630-04:

A portion of the Rancho Canada de Capay

Beginning at a point on the South line of County Road #19 which is S. 79° 24' E, 3379.00 feet and S. 10° 05' W. 30.73 feet from a 3/4" iron pin in the centerline of County Road #19 marking the centerline of said County Road and East line of Louis Glaviex property as same appears of record on map filed in the Yolo County Recorders Office in Maps & Surveys Book 6, page 29; point of beginning also being the Northeast corner of that 540.30 acre parcel of Joe and Katie Craig as same appears of record on map filed in Yolo County Recorders Office in Maps & Surveys Book 3, page 13; thence from said point of beginning along the South line of said County Road S. 67° 26' E., 1573.23 feet; thence S. 10° 05' W., 555.27 feet; thence N. 79° 55' W., 1536.60 feet; thence N. 10° 05' E. 897.52 feet to the point of beginning, including 25.62 acres of land.

Reserving unto the grantor a 50 foot right of way for road purposes along the East boundary of said property.

Joe & Pauline Gwerder - Parcel No. 21-630-02

BEGINNING at the northeast corner of the George D. Stephens Tract, formerly the Stephens Agricultural and Live Stock Company's Tract in Rancho Canada de Capay, in Township 10 North, Range 1 West, M.D.B. & M., said point being also situate in the South line of the County Road along the South boundary of the "Woodland Tract", and running thence down and along the east line of the hereinbefore mentioned Stephens Tract South 10° 35' West Two Thousand Nine Hundred and Eighty-seven feet; thence South 78° 02' East Nine Hundred and Forty-five and 9/10ths feet; thence North 10° 35' East Three Thousand One and 15/100ths feet up and along a fence line to the point of intersection with the South line of the above mentioned County Road; thence North 78° 52' West up and along the South line of said County Road a distance of Nine Hundred and Forty-five and 7/10ths feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM an undivided one-half interest in all oil, gas and/or minerals in and under said lands, which are expressly reserved unto grantor, its successors and assigns, together with the right of the grantor, its successors, assigns, lessees and legal representatives at all times to enter on the above described lands and take all the usual, necessary or convenient means to bore wells, make excavations and to remove all the oil, gas and/or minerals herein reserved, and found thereon, it being understood, however, that any and all leases made by the grantor for the removal of said oil, gas and/or minerals shall be subject to approval of grantees herein.

SUBJECT TO Rights of Way, Restrictions, Reservations and Easements existing or of record.

Joe Gwerder - Parcel No. 21-790-25

Lot No. 73 of the Woodland Tract, as per the official map thereof, recorded January 10, 1910, and containing 25.83 acres, more or less

Maurine Merritt - Parcel No. 21-790-01

Description: The NW¼ of Section 5, T10N, R1W, M.D.B.&M.

FILED
DEC 29 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

RESOLUTION NO. 69- 248

(Resolution in Support of Proposed Initiative Constitutional Amendment on Tax Reform)

WHEREAS, the only relief in sight for the harried property taxpayer is the initiative proposal for property tax reform jointly sponsored by the County Supervisors Association of California and the California Teachers Association; and

WHEREAS, the proposed initiative would accomplish property tax relief by providing a 50-50 State and local sharing of costs for schools; by providing that the State pay 90 percent of welfare and indigent medical costs; and by increasing the homeowners exemption to $1,000 of assessed valuation; and

WHEREAS, the initiative proposal, in further aid of the property taxpayers and the stated program endorsed by the County Supervisors Association of California, will prohibit the Legislature from imposing new, additional or increased services on counties without providing for revenue sources other than property taxes to finance and carry out said services; and

WHEREAS, if this initiative is approved by the voters it will be incumbent upon School District Boards of Trustees and Boards of Supervisors to reduce property tax rates in order to accomplish relief;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yolo, does hereby pledge to voters that its membership will decrease local county property tax rates in proportion to the property tax savings resulting from the initiative.

BE IT FURTHER RESOLVED that this Board of Supervisors urges local school boards in this county to take this same action.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of December, 1969, by the following vote:

AYES: Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None

ABSTAINING: Duncan.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

TAX COLLECTOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST SUBDIVISION NO. 1080 OR ANY PART THEREOF FOR ANY UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

DATED 12-23, 1959

YOLO COUNTY TAX COLLECTOR, REDEMPTION DEPUTY
COUNTY OF YOLO, STATE OF CALIFORNIA

FILED
DEC 29 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-249

WHEREAS, the Human Relations Agency of the State of California is presently conducting a study to determine the extent of fraud in the welfare program of Aid to Families with Dependent Children; and

WHEREAS, as part of this study, county officials, including District Attorneys, County Counsels, Welfare Directors, and their staffs, have been called upon to conduct and assist the study; and

WHEREAS, this Board of Supervisors has consistently supported over the years laws and regulations which assure that welfare aid be granted only to those legally eligible;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yolo fully supports the State Human Relations Agency in its study of fraud in AFDC;

AND BE IT FURTHER RESOLVED, that this Board encourages appropriate county personnel to cooperate fully and energetically in the study;

AND BE IT FURTHER RESOLVED, that should the study indicate necessary changes in law or regulation, that this County offer its resources to cooperate in developing such changes;

AND BE IT FURTHER RESOLVED that copies of this resolution be sent to the Governor and the Secretary of the Human Relations Agency.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 22nd day of December, 1969, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: Bell.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

FILED

DEC 25 1969

LAURENCE P. HENIGAN, Clerk

By Deborah Bolton

RESOLUTION NO. [illegible]

Resolution of Acceptance For Subdivision No. 1050

WHEREAS, the final Subdivision map for Subdivision No. 1050 has been presented to the Board for approval and acceptance of streets; and

WHEREAS, said map has been signed by all necessary parties; and

WHEREAS, the improvements have been completed and the map in all respects complys with the provisions of the State Subdivision Map Act and of the local ordinances,

NOW, THEREFORE, BE IT RESOLVED that the Board does approve said map for Subdivision No. 1050, and does not accept Yellowstone, Yosemite, and Carlsbad Avenues, as provided for and indicated on said final map.

BE IT FURTHER RESOLVED that the Board does accept on behalf of the public those easements, lots, and rights of way marked "P.U.E." and "Utility Easements," Lot "A", and Road 96, all as provided for and indicated on said final map.

PASSED, APPROVED, AND ADOPTED this 23rd day of December, 1969, by the following vote:

AYES: Duncan, Papigaree, Stephens, Edwards.

NOES: None.

ABSENT: Dell.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

By _____ DEPUTY
(Seal)

APPROVED AS TO FORM:

_____
County Counsel

DEC 29 1970
LAURENCE E. KEAGAN, Clerk
By Barbara Rodgers

RESOLUTION NO. 70-263

(Resolution Supporting Mandatory Withholding of State Income Taxes)

WHEREAS, it is proposed that the State of California adopt a system for mandatory payroll withholding of State income taxes; and

WHEREAS, such a system would render it more difficult to evade payment of such taxes; and

WHEREAS, such a system would greatly increase the State revenue the first year of its adoption; and

WHEREAS, additional revenue would be gained each year from collecting the income tax during the income year rather than during the subsequent year; and

WHEREAS, the cash flow derived from State income taxes would be evened out; and

WHEREAS, withholding would be a convenience for the taxpayer; and

WHEREAS, there is precedent for withholding in that of the 38 States that impose an income tax only California and North Dakota do not collect that tax through withholding; and

WHEREAS, in the judgment of this Board of Supervisors it appears to be in the best interest of the County of Yolo to do so,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo that it supports enactment of a system of mandatory payroll withholding of State income taxes and that the Clerk of this Board send certified copies of this resolution to Governor Ronald Reagan, to Senator Fred W. Marler, Jr., Assemblymen Ray Johnson and Edwin Z'Berg, County Supervisors Association of California, and the Davis Branch of the League of Women Voters.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December,

1969, by the following vote:

AYES: Duncan, Espigares, Stephens, Edwards.

NOES: None.

ABSENT: Dell.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rolgers DEPUTY

(SEAL)

FILED

JAN 5 1970

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-252

Enlarging
(Resolution ~~establishing~~ an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to ~~establish~~ (enlarge) Agricultural Preserve No. 9 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for ~~establishment~~ (enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 9 is hereby declared ([redacted]) (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December 19 69, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: Bell.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Paul S. Schuder - Parcel No. 24-241-67

Description: The S½ of the NW¼ of Section 32, T9N, R2E, M.D.B.&M., excepting therefrom the southerly 10 acres of the SE¼ of the NW¼ of Section 32, T9N, R2E, deeded to Donald Schuder.

Hazel Hollingsworth - Parcel No. 24-150-16

Description: Tract C of the Z.B. Kincheloe Estate Lands as shown on that certain Record of Survey recorded in Book 4 of Maps and Surveys at Page 49.

JOE A. HEIDRICK & EDITH I. HEIDRICK
Parcel 24-150-30 Tax Area Code 76-09

N½ of NE¼, Sec. 24, T 9, R 1-E, - 79 Acres

S½ of NE¼, Sec. 24, T 9, R 1-E, - 79 Acres

Part of SE¼, A portion of the SE¼, Beg. at the NW cor. of the SE¼ - th. S. 105 rods (1732.5) ft. th. E. 128 rods (2112ft.) to a pt. 528 ft. W. of the E. line of said SE¼-th. N. 67 rods (1105.5 ft.) to a pt. 643.5 ft. S. of the N. line of said SE¼ th. E. 32 rods (528 ft.) to the E. line of said SE¼ - th. N. 39 rods (643.5 ft.) to the NE cor. of said SE¼ - th. W. along the N. line of said SE¼ 160 rods (2640 ft.) to the pt. of beginning; all in Sec. 24, T9N, R 1-E, M. D. B. and M. 95 Acres

E½ of SW¼, Sec. 24, T 9, R 1-E , 80 Acres

Total Acres 333

Parcel 24-150-54 Tax Area Code 76-09

A strip of land commencing at the SE corner of Sec. 24, T 9N, R 1-E, MDB&M, running th. N. on the section line 123 rods to the center of Willow Slough-th. W. striking the S. bank of said slough at the uppermost Willow tree-th. along or on the bank of said slough to a post 18 rods W. of the Township line-th. in a SWly course along a line of fence 31 rods to a post, said post being 30 rods W. of the Township line-th. S. 88 rods to the S. line of said section-th. E. 30 rods to the place of beginning; EXCEPTING THEREFROM the following: Beg. at the SE corner of Sec. 24, T 9N, R 1-E, MDB&M-th. Nly along the E. line of said Sec. 24, 55 rods-th. Wly along a line parallel to the S. line of Sec. 24, 30 rods-th. Sly along a line parallel to the E. line of said Sec. 24, 55 rods-th. Ely along the S. line of said Sec. 24, 30 rods to the pt. of beg. 11.08 Acres M/L

Elwin D. Wilkendorf - Parcel No. 24-230-14

Description: The NE¼ of Section 25, T9N, R1E, M.D.B.&M

Margaret Rothe Koontz and Lorraine Rothe Kerr - Parcel No. 24-241-04

Description: The SW¼ of Section 30 and the SW¼ of the SE¼ of Section 30, T9N, R1E, M.D.B.&M.

C. G. Roth and T. H. Roth - Parcel No. 24-230-15

Description: The SE¼ of Section 25, T9N, R1E, M.D.B.&M.

Virginia R. Greiner - Parcel Nos. 24-230-11, 13, 25 and 27

Description: SW¼ of Section 25 and the SE¼ of Section 26, and the NE¼ of Section 35 and the NW¼ of Section 36 and the W½ of the NE¼ of Section 36, and the S½ of Section 36, T9N, R1E, MD.B.&M.

Parcel No. 24-241-09

Description: The S½ of the NW¼ of Section 29 and the SW¼ of Section 29, and the N½ of the SE¼ of Section 30, T9N, R2E, M.D.B.&M.

EXHIBIT "A" (CONT'D)

Dick Nishi - 24-490-01

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP.	RANGE	ACRES
Part of NW 1/4 of Sec 19 T 9 N, R 2 E.-beg. at NW cor. of said Sec 19 and run th. E. along N. line of said Sec. to a pt. 99 ft. 6 inches W. of NE cor. of said NW 1/4-th. S. About 30 ft. to a stake set in the fence-th. continuing S. about 1/4 mile to a stake set in the field at a pt midway between the N. fence and the S. fence of said 1/4 Sec. and being 99 ft. and 6 inches W. of E. line of said 1/4 sec.-th. W. to a stake set in the fence on the E. side of the Co. Rd.-running along the W. side of said 1/4 Sec. and at a pt. midway between the N. and S. fence bounding said 1/4 Sec.-th. continuing W. to W. line of said 1/4 Sec.- th. N. along W. line of said 1/4 Sec. to NW. cor. thereof and place of beg.				69

Ray C. & Constance Chandler - 24-241-01 & 24-490-04

(Assessor's Parcel NO. 24-490-04-1) SW¼ Sec.19,T9N,R2E,MDB & M., excepting therefrom the following described parcel of land:Beginning at the Northeast corner of the Southwest Quarter of Sec.19, T9N,R2E,MDB & M,and running thence west along the North boundary line of said quarter section to the center of the Channel of Willo Slough,thence south and east along the center of the Channel of Willow Slough to the East line of the aforesaid SW¼ of Sec.19,then north along the East line of said quarter section to the point of beginning.

And Also:- Beginning at the Southwest corner of the NW¼ Sec.19, T9N,R2E,MDB&M,and running thence East along the south boundary lin of said quarter section 1600 feet,thence north 217.31 feet,thence West 1600 feet to the west line of the aforesaid NW¼ Sec.19,thence South 217.31 feet to the point of beginning.

(Assessor's Parcel No.24-241-01-1)
NW¼ SEC.30,T9N,R2E,M.D.B. & M.

EXHIBIT "A" (CONT'D)

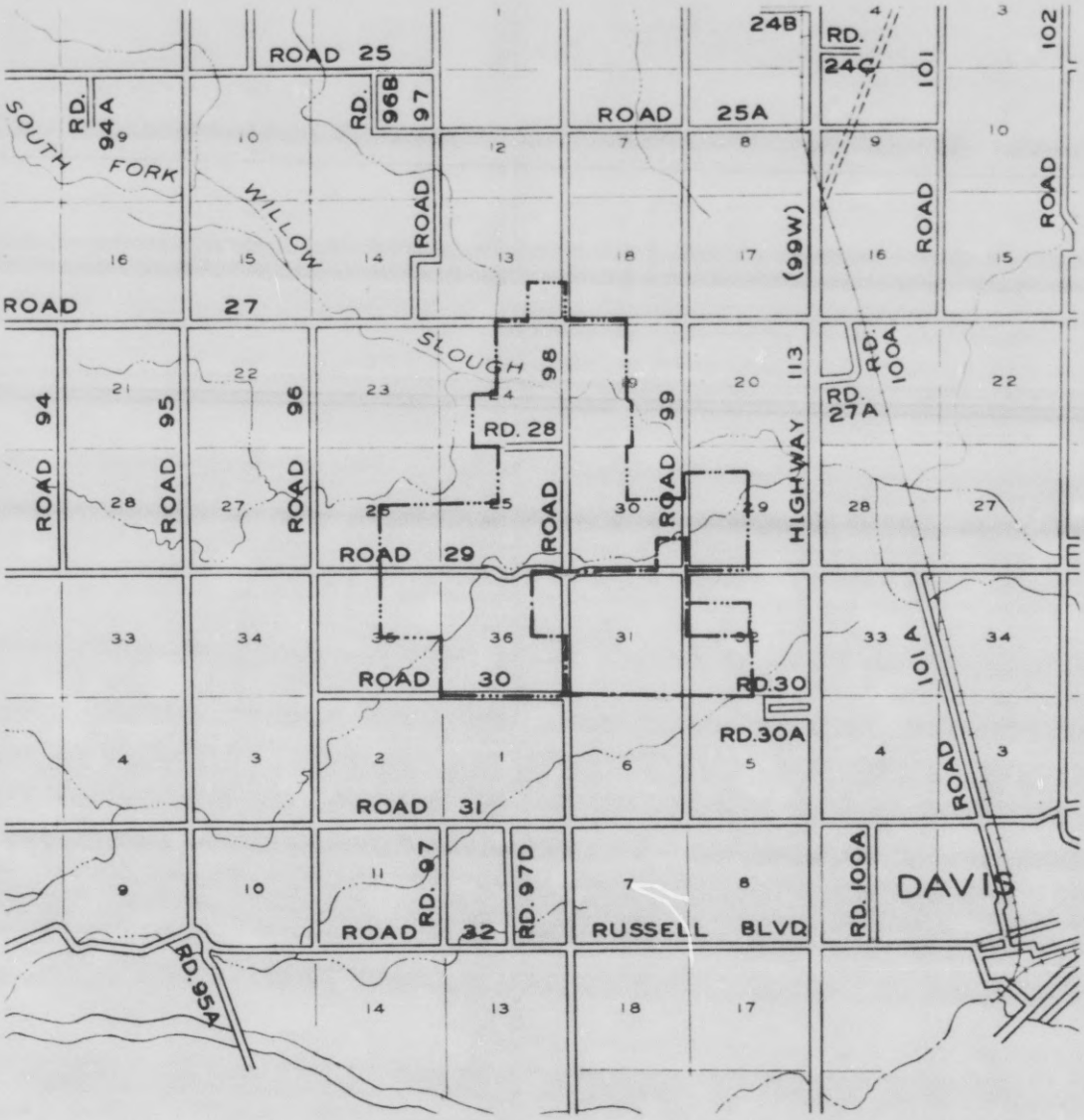
John Nishi

Assessor's Parcel Number 24-490-05-1

Beginning at the Northeast corner of the Northwest ¼ of Section 19, Township 9 North, Range 2 East, thence West along the Northern Boundary of said quarter section, a distance of 99½ feet ; thence South at right angles to the Northern boundary of said quarter section, and parallel with the East boundary line thereof to a point 15 feet South of a line drawn East and West through the center line of said quarter section; thence West to the West boundary of said quarter section; thence South along the West boundary line of said quarter section to a point 217.31 feet North of the South-West corner of said Quarter section; thence East and at right angles to the West boundary line of said quarter section and parallel with the South boundary thereof a distance of 1600 feet to a point; thence South 217.31 feet to the South boundary of said quarter section; thence East along the South boundary of said quarter section to the center of Willow Slough; thence South and East along the center of said Willow Slough to a point where the center of said Slough intersects the quarter section line running North and South Between the Southeast ¼ and the Southwest ¼ of said Section 19; thence North to the place of beginning, containing 69 acres, more or less.

Saving and excepting therefrom, the East 99½ feet conveyed to Bruce R. Beeman and Howard Beeman, by deed dated December 13, 1943 and Recorded December 14, 1943 in Book 186 of Official Records, at Page 447.

EXHIBIT "B"



COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 9

SCALE OF MILES
0 2

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS AMENDED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-252 ADOPTED ON DECEMBER 29, 1969.

DECEMBER 29th 1969
DATE

Lawrence P. [illegible]
CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS
Deputy

RESOLUTION NO. 69-253

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore enlarged Agricultural Preserve No. 9 pursuant to said Act by Resolution No. 69-252; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 29th, 1969, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated city in this county at the time the agreements covering said parcels

were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 1969, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: Bell.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

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JOE A. HEIDRICK & EDITH I. HEIDRICK
Parcel 24-150-30 Tax Area Code 76-09

N½ of NE¼, Sec. 24, T 9, R 1-E, - 79 Acres

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Description: The NE¼ of Section 25, T9N, R1E, M.D.B.&M

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Description: The SW¼ of Section 30 and the SW¼ of the SE¼ of Section 30, T9N, R1E, M.D.B.&M.

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Description: SW¼ of Section 25 and the SE¼ of Section 26, and the NE¼ of Section 35 and the NW¼ of Section 36 and the W½ of the NE¼ of Section 36, and the S½ of Section 36, T9N, R1E, MD.B.&M.

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Description: The S½ of the NW¼ of Section 29 and the SW¼ of Section 29, and the N½ of the SE¼ of Section 30, T9N, R2E, M.D.B.&M.

EXHIBIT "A" (CONT'D)

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Ray C. & Constance Chandler - 24-241-01 & 24-490-04

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And Also:- Beginning at the Southwest corner of the NW¼ Sec.19, T9N,R2E,LDB&M,and running thence East along the south boundary lin of said quarter section 1600 feet,thence north 217.31 feet,thence West 1600 feet to the west line of the aforesaid NW¼ Sec.19,thence South 217.31 feet to the point of beginning.

(Assessor's Parcel No.24-241-01-1)
NW¼ SEC.30,T9N,R2E,M.D.B. & M.

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-254

Enlarging
(Resolution/ ~~Establishing~~ an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to ~~(establish)~~ (enlarge) Agricultural Preserve No. 16 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for ~~(establishment)~~ (enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 16 is hereby declared ~~(established)~~ (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the Contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December 19 69, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: Bell.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. KENNIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Joe W. and Doris Farnham

Parcel No. 25-360-13

True point of beginning being the intersection of County Roads 20 and 92-C; thence South 10° 39' West along old Fenceline 2676.25 feet to the northwest corner of property conveyed to James Moore, by deed recorded in Book 31 of Deeds, at Page 346; then along the North line of said James Moore property, South 81° 23' East 504.48 feet; thence continuing along said North line South 67° 23' East 67.33 feet; thence leaving said North line and running North 10° 39' East along an old fenceline 2822.76 feet to a point on the centerline of County Road 20; thence along said centerline North 75° 36' West 181.74 feet;thence South 77° 59' West 421.23 feet to the point of beginning. (36.6 acres)

Parcel No. 25-360-35

Beginning at the centerline of the intersection of County Road 20 and 92-C, East on said centerline to Elmer Farnham property line; thence North to the southerly property line of the Robert Wirth property; thence West along Robert Wirth property line to centerline of County Road 92-C; thence South along said centerline to intersection of County Roads 20 and 92C, point of beginning, containing 10 acres, more or less.

Elmer E. Farnham - Parcel No. 25-360-21 and 22

FORM AM 1116	LOT OR SEC.	BLK OR TWP	RANGE	ACRES
LEGAL DESCRIPTION				

That portion of the following described property lying Nly of the West Adams Canal and within Tax Code Area 63-052:

BEGINNING at a pt. of intersection of the Wly line of that certain tract of land deeded in Deeds 59, Page 256, with the center line of the County Road, which is parallel to and just N. of the Gordon Slough, which pt. of intersection is N. 79° 45' W. 9937.6 ft. along the Nly bdy. line of Gordon Grant, from the NE corner thereof, and th. S. 10° 24 1/2' W. 4597.1 ft. along a very old fence line which marks the Wly bdy. line of said tract of land and run th. S. 10° 24 1/2' W. along the Wly bdy. line of said tract of land to the SW cor. thereof in the center line of Cache Creek-th. down and along the center line of Cache Creek to a pt. which is Ely 321.0 ft. distant at right angles from the Wly bdy. line of said tract of land-th. N. 10° 24 1/2' E. parallel to the Wly bdy. line of the said tract of land to the center line of the said County Road which is parallel to and just N. of Gordon Slough-th. S. 83° 58' W. along the center line of the said County Road to the pt. of beginning, Contg. 28.9 acres (Deeds 116-Page 37)

Part of Gordon Grant bounded N. by Grant line-E. by Salisbury, et al-S. by Clear Lake Water Co.-W. by Farnham 83.5 acres

EXHIBIT "B"

SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 16

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS AMENDED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-254 ADOPTED ON DECEMBER 29, 1969.

DECEMBER 29th 1969
DATE

CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69- 255

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore enlarged Agricultural Preserve No. 16 pursuant to said Act by Resolution No. 69-254; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 29th, 1969, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Ex hibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated city in this county at the time the agreements covering said

parcels were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the County become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 1969, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: Bell.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Joe W. and Doris Farnham

Parcel No. 25-360-13

True point of beginning being the intersection of County Roads 20 and 92-C; thence South 10° 39' West along old Fenceline 2676.25 feet to the northwest corner of property conveyed to James Moore, by deed recorded in Book 31 of Deeds, at Page 346; then along the North line of said James Moore property, South 81° 23' East 504.48 feet; thence continuing along said North line South 67° 23' East 67.33 feet; thence leaving said North line and running North 10° 39' East along an old fenceline 2822.76 feet to a point on the centerline of County Road 20; thence along said centerline North 75° 36' West 181.74 feet;thence South 77° 59' West 421.23 feet to the point of beginning. (36.6 acres)

Parcel No. 25-360-35

Beginning at the centerline of the intersection of County Road 20 and 92-C, East on said centerline to Elmer Farnham property line; thence North to the southerly property line of the Robert Wirth property; thence West along Robert Wirth property line to centerline of County Road 92-C; thence South along said centerline to intersection of County Roads 20 and 92C, point of beginning, containing 10 acres, more or less.

Elmer E. Farnham - Parcel No. 25-360-21 and 22

LEGAL DESCRIPTION	LOT OR SEC.	BLK OR TWP	RANGE	ACRES
That portion of the following scribed property lying Nly of the West Adams Canal and within Tax Code Area 63-052:				
BEGINNING at a pt. of intersection of the Wly line of that certain tract of land deeded in Deeds 59, Page 256, with the center line of the County Road, which is parallel to and just N. of the Gordon Slough, which pt. of intersection is N. 79° 45' W. 9937.6 ft. along the Nly bdy. line of Gordon Grant, from the NE corner thereof, and th. S. 10° 24 1/2' W. 4597.1 ft. along a very old fence line which marks the Wly bdy. line of said tract of land and run th. S. 10° 24 1/2' W. along the Wly bdy. line of said tract of land to the SW cor. thereof in the center line of Cache Creek-th. down and along the center line of Cache Creek to a pt. which is Ely 321.0 ft. distant at right angles from the Wly bdy. line of said tract of land-th. N. 10° 24 1/2' E. parallel to the Wly bdy. line of the said tract of land to the center line of the said County Road which is parallel to and just N. of Gordon Slough-th. S. 83° 58' W. along the center line of the said County Road to the pt. of beginning, Contg. 28.9 acres (Deeds 116-Page 37)				57.74 W/L
Part of Gordon Grant bounded N. by Grant line-E. by Salisbury, et al-S. by Clear Lake Water Co.-W. by Farnham				83.5 acres

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69- 256
ENLARGING
(Resolution/~~Establishing~~ an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to ~~(establish)~~ (enlarge) Agricultural Preserve No. 42 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for ~~(establishment)~~ (enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 42 is hereby declared (~~established~~) (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or charge on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December 19 69, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: Bell.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

James E. Rominger and Clare E. Rominger

Assessor's Parcels No. 21-550-22 & 45, 30-030-40

That portion of the W½ of Section 32, T9N, R1W, and the NW¼ of Section 5, T8N, R1W, M.D.B.& M., described as follows:

Beginning at the SW corner of said Section 32; thence N 89° 26' 51"E. 413.39 feet; thence S.12° 27' 20"W. 200.45 feet; thence S. 53° 34'E. 353.66 feet; thence S. 76° 49' 01"E. 503.73 feet; thence S. 13° 31' 34"E 749.06 feet; thence S. 70° 25' 59"E 334.03 feet; thence S. 57° 18' 28"E 548.36 feet; thence S. 31° 49' 17"E. 476.58 feet; thence S. 88° 56' 30"E. 320.92 feet to a point on the East line of the NW Quarter of said Section 5; thence N. 0° 10' 58"W, along said East line of the NW Quarter of Section 5, a distance of 2053.09 feet to the Quarter Section Corner common to said Sections 5 and 32; thence N.0° 15' 17"W., along the East line of the West Half of said Section 32, a distance of 4038.88 feet to the center line of Chickahominy Slough; thence along said center line of Chickahominy Slough the following courses: N. 78° 18' 24"W. 69.50 feet; thence N. 40° 42' 18"W. 137.74 feet; thence S. 51° 47' 43"W. 166.96 feet; thence S. 73° 26' 11"W 101.59 feet; thence N. 64° 46' 49"W. 48.59 feet; thence N. 20° 24' 24"W. 246.94 feet; thence N. 46° 41' 36"W. 163.52 feet; thence N. 20° 45' 51"W 176.00 feet; thence N. 13° 01' 08"W. 118.16 feet; thence S. 61° 30' 13"W. 172.19 feet; thence N. 46° 16' 20"W. 198.97 feet; thence S. 49° 22' 29"W. 152.01 feet; thence S. 8° 14' 29"W. 41.00 feet; thence, leaving said center line of Chickahominy Slough, N. 81° 45' 42"W 642.81 feet to a point on the Easterly boundary of "Chapman Lands" as delineated on that certain map filed for record in Maps and Surveys 5, at page 2, in the office of the County Recorder of Yolo County, California; thence, along said Easterly boundary of "Chapman Lands", S. 9° 50'W. 860.60 feet to the SE corner of said lands; thence S. 72° 09' 30"W 765.57 feet to the SW corner of said "Chapman Lands" which is on the West line of said Section 32; thence S. 0° 08' 14"E, along said East line of Section 32, a distance of 3583.76 feet to the point of beginning and containing 319.50 acres, more or less, and a tract or parcel of land located in the NW Quarter of Section 32, Township 9 North, Range 1 West, Mount Diablo Base and Meridian, described as follows:

Beginning at a 1½" iron pipe driven below the surface of the road which marks the most Easterly point of the "Chapman Lands" as delineated on that certain map thereof filed for record in Book 5 of Maps and Surveys, at page 2, in the office of the County Recorder of Yolo County, California; thence N. 89° 33' 07"E., along the North line of said Section 32, a distance of 351.33 feet to a point which bears S. 89° 33' 07"W. 701.51 feet from the North Quarter corner of said Section 32, as shown on that certain "Map of Survey of E. A. Rominger Property" filed for record in Book 8 of Maps and Surveys, at page 119, in the office of the County Recorder of Yolo County, California; thence S. 1° 36'W. 589.17 feet to a point on the center line of Chickahominy Slough; thence, upstream along said center line, N. 13° 01' 08"W. 5.15 feet; thence S. 61° 30' 13"W. 172.19 feet; thence N. 46° 16' 20" W. 198.97 feet; thence S. 49° 22' 29"W. 87.16 feet; thence, leaving said center line of Chickahominy Slough, N. 4° 55'W. 583.80 feet to a point on the boundary line of said "Chapman Lands"; thence N. 89° 21'E. 77.59 feet to the point of beginning and containing 5.437 acres, more or less.

EXHIBIT "A" (CONT'D)

Albert H. Rominger and Anne V. Rominger

Assessor's Parcels No. 21-550-48& 49, 30-030-42,43,& 44

The SE¼ and the S½ of the NE¼ of Section 32 and the N½ of Section 33, T9N, R1W, M.D.B.& M., excepting therefrom a homesite as described in deed recorded in Volume 514, O.R., page 297, Yolo County Records and also excepting the South 716 feet of the East 1902.63 feet of said N½ of Section 33; and the SW¼ of Section 4 and the E½ of Section 5, T8N, R1W, M.D.B.& M.

Edwin A. Rominger and Winifred Annette Rominger

Assessor's Parcels No. 21-550-43 & 44, 21-560-09, 30-020-11 & 30-030-41

All that portion of the N½ of the N½ of Section 32, T9N, R1W, M.D.B.& M., described as follows:

The N½ of the NE¼ of said Section 32; a tract of land beginning at a point which bears S. 89° 33' 07"W. 701.51 feet from the North Quarter corner of said Section 32, as delineated on that certain map of E. A. Rominger Property, filed for record in Maps and Surveys Book 8, page 119, Yolo County Records, thence S. 1° 36'W. 589.17 feet to a point on the center line of Chickahominy Slough; thence downstream along said center line, as said center line is delineated on said map of E. A. Rominger Property, to the Quarter Section line which runs through the center of Section 32; thence, N. 0° 15' 17"W. 1219.68 feet along said Quarter Section line to the point of beginning; and a tract of land described as beginning at a point which bears S. 89° 21'W. 77.59 feet from the most Easterly point of the "Chapman Lands", as delineated on that certain map thereof filed for record in Maps and Surveys Book 5, page 2, Yolo County Records; thence S. 4° 55'E. 583.80 feet to the center line of Chickahominy Slough; thence upstream along said center line S. 49° 22' 29"W. 65.85 feet; thence leaving said center line S. 8° 14' 29"W. 41.00 feet; thence N. 81° 45' 42"W. 642.81 feet to a point on a boundary of said "Chapman Lands"; thence N. 9° 50'W. along said boundary 299.70 feet; thence N. 44° 11' 15"W. 106.68 feet; thence N. 5° 22' 15"E. 194.03 feet; thence N. 89° 21'E. 646.37 feet to the point of beginning.

E.S. Graf Ranch

Assessor's Parcel No. 30-030-05

The N½ of Section 4, T8N, R1W, M.D.B.& M.

EXHIBIT "A" (CONT'D)

Adelence D. Scott and Margaret S. Charman

Assessor's Parcel No. 21-570-02

The SE¼ of the SE¼ of Section 30; the NE¼ and S½ of the NE¼ of Section 31 and the NW¼ of Section 32, T9N, R2W, M.D.B.& M.

Violet Sidwell Scott

Assessor's Parcels No. 21-570-03 & 05

The NE¼ and the N½ and SW¼ of the SE¼ of Section 30; the SW¼ and the W½ of the SE¼ of Section 29; and the W½ of the NE¼ of Section 32, T9N, R2W, M.D.B.& M.

Violet Sidwell Scott

Assessor's Parcels No. 21-510-10, 21-520-01, 21-550-02 & 03, 21-560-05 & 06

The S½ of Section 24 and all of Section 25, T9N, R2W, M.D.B.& M. the SW¼ of Section 19 and the W½ of Section 30, T9N, R1W, M.D.B.& M.

Adelene D. Scott and Margaret S. Chapman

Assessor's Parcels No. 21-560-02,03,& 04, 21-570-04,07,& 08

All of Sections 26,27,& 28; the N½ and the E½ of the SE¼ of Section 29; the E½ of the NE¼ of Section 32; the N½ of Section 33; the N½ of Section 34; and the N½ of Section 35, in T9N, R2W, M.D.B.& M.

Coulter Claeys and Muriel Claeys

Assessor's Parcel No. 21-550-11

The NE¼ of Section 29, T9N, R1E, M.D.B.& M.

EXHIBIT "A" (CONT'D)

John H. Griffin and Bessie H. Griffin

Assessor's Parcels No. 21-520-33, 21-550-30,35,& 36

The SW¼ of Section 20; the SE¼ and the W½ of Section 29, T9N, R1W, M.D.B.& M., excepting therefrom all that tract of land designated as "Chapman Lands" as delineated on that certain map filed for record in Maps and Surveys Book 5, page 2, Yolo County Records.

Richard E. Rominger, Mary E. Rominger, Claire L. Stark, Daniel Martinez, Julia M. Martinez, Thomas Russell, Lucille A. Russell, Donald A. Rominger, and Shirley F. Rominger.

Assessor's Parcel No. 30-030-45

The SW¼ of Section 5 and the SE¼ of Section 6, T8N, R1W, M.D.B.& M.

Louis J. Mariani and Joseph J. Mariani

Assessor's Parcels No. 21-550-10 & 18

The S½ of Section 33, T9N, R1W, M.D.B. & M.

Richard E. Rominger, Mary E. Rominger, Donald A. Rominger, and Shirley F.Rominger.

Assessor's Parcels No. 21-550-01, 04& 05

The E½ of Section 30 and all of Section 31, T9N, R1W, M.D.B.& M.

EXHIBIT "A" (CONT'D)

A. H. Rominger and Sons, Inc.

Assessor's Parcel No. 21-550-50

A parcel of land located in the NE Quarter of Section 33, Township 9 North, Range 1 West, M.D.B.& M., described as follows:

The point of beginning is at the SE corner of the NE Quarter of said Section 33 which is marked on the ground by a stone monument; thence S. 89° 41' 30"W., along the South line of said NE Quarter of Section 33, a distance of 1902.63 feet; thence, leaving said quarter section line, N. 0° 31' 53"E along the Westerly boundary of homesite deeded to Donald A. Rominger, and Shirley Rominger, his wife, by A. H. Rominger and Anne V. Rominger, his wife, on May 18, 1957 and recorded in Volume 514, page 297 of the official records of Yolo County on May 29, 1957, a distance of approximately 716 feet, more or less to the center line of the Buckeye canal of the Clear Lake Division of the Yolo County Flood Control and Water Conservation District; thence Easterly a distance of approximately 1900 feet more or less to the East boundary of said NE Quarter of Section 33; thence Southerly along the East boundary of said NE Quarter of Section 33 a distance of approximately 716 feet more or less to the point of beginning; and

Excepting therefrom the aforesaid homesite deeded to Donald A. Rominger and Shirley Rominger, his wife, a parcel containing 0.46 acres more or less; and

Subject to an easement granted to Donald A. Rominger and Shirley Rominger, his wife, for a road for access and egress to said homesite over a strip of land 20 feet in width extending Easterly from the West boundary of the homesite along the South boundary of the NE Quarter of said Section 33 to the East boundary of said Section 33, a distance of 1902.63 feet; and

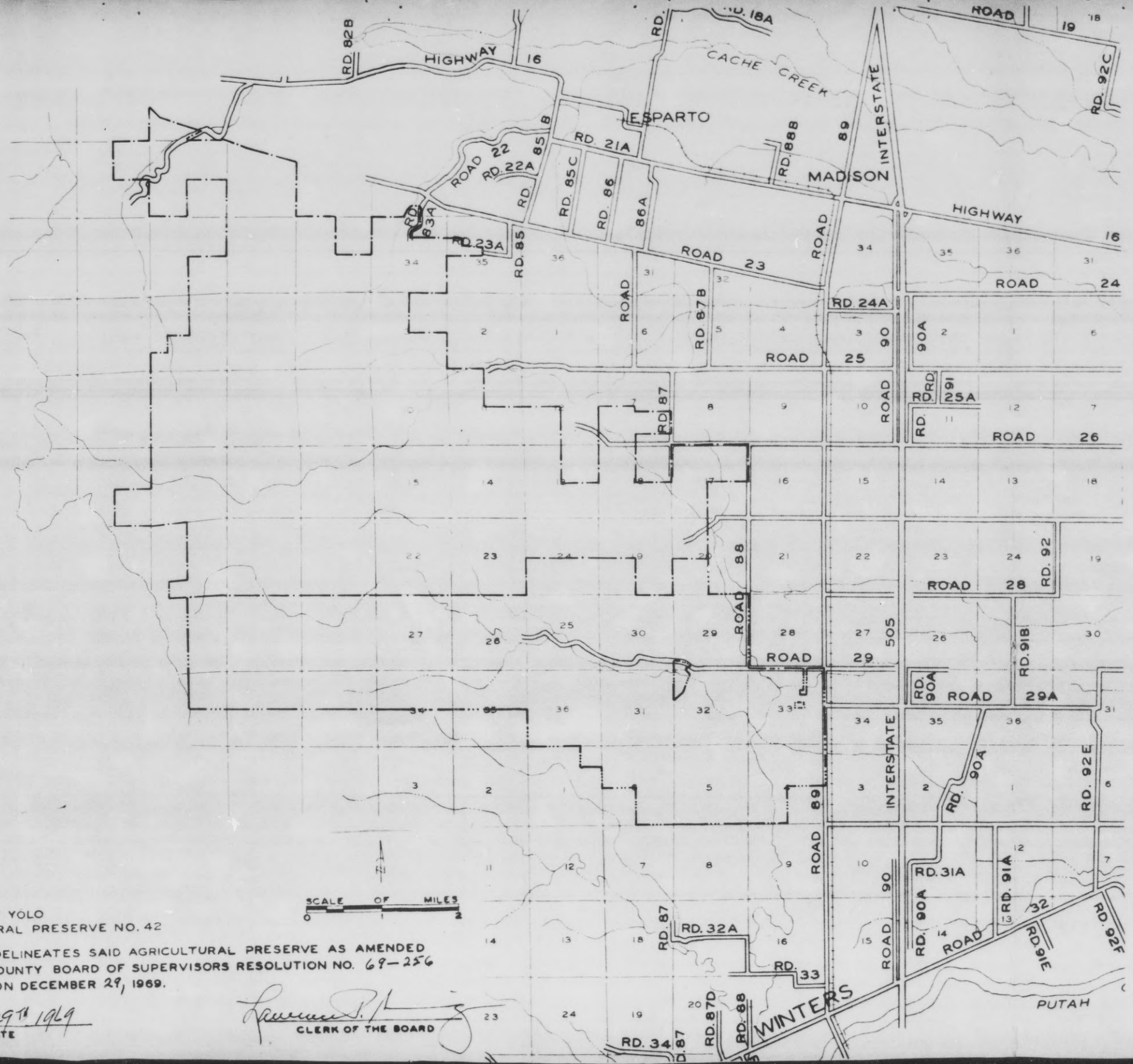
Also excepting therefrom a homesite reserved to Albert H. Rominger and Anne V. Rominger, his wife, on which their home is located, said parcel being described as the land on which the home is located, plus the surrounding area with a West boundary 89 feet West of the West foundation of the house and parallel to it, the North boundary 117 feet North of the North foundation and parallel to it, the East boundary 40 feet East of the East foundation of the house and parallel to it, and the South boundary 117.5 feet South of the South foundation and parallel to it, plus a strip of land 20 feet wide extending Northerly from the NE corner of the homesite area, with the East boundary a Northerly extension of the East boundary of the homesite, a distance of approximately 140 feet, more or less, to join other lands owned by A. H. Rominger, containing 1.2 acres more or less; the East boundary of the parcel being approximately 512 feet, more or less, East of the West boundary of the surrounding parcel of land; and

A. H. Rominger and Sons, Inc.(con't)

Also subject to an easement reserved to A. H. Rominger for a road for access to and egress from the said homesite of A. H. Rominger over a strip of land being 20 feet in width and extending Southerly from the South side of the homesite with the East side of said easement 20 feet West of the East boundary of said homesite and parallel to it, to the South boundary of the NE Quarter of said Section 33, a distance of 275 feet more or less and then continuing with a 20 foot width Easterly along the South boundary of the NE Quarter of said Section 33 to the East boundary of said Section 33, a distance of 1410 feet, more or less;

A parcel containing 29.6 acres more or less.

EXHIBIT "B"



SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 42

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS AMENDED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-256 ADOPTED ON DECEMBER 29, 1969.

DECEMBER 29th 1969
DATE

Lawrence S. Lang
CLERK OF THE BOARD

FILED

JAN - 5 1970

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-257

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore enlarged Agricultural Preserve No. 42 pursuant to said Act by Resolution No. 69-256; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 29th, 1969, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated city in this county at the time the agreements covering said

EXHIBIT "A"

James E. Rominger and Clare E. Rominger

Assessor's Parcels No. 21-550-22 & 45, 30-030-40

That portion of the W½ of Section 32, T9N, R1W, and the NW¼ of Section 5, T8N, R1W, M.D.B.& M., described as follows:

Beginning at the SW corner of said Section 32; thence N 89° 26' 51"E. 413.39 feet; thence S.12° 27' 20"W. 200.45 feet; thence S. 53° 34'E. 353.66 feet; thence S. 76° 49' 01"E. 503.73 feet; thence S. 13° 31' 34"E 749.06 feet; thence S. 70° 25' 59"E 334.03 feet; thence S. 57° 18' 28"E 548.36 feet; thence S. 31° 49' 17"E. 476.58 feet; thence S. 88° 56' 30"E. 320.92 feet to a point on the East line of the NW Quarter of said Section 5; thence N. 0° 10' 58"W, along said East line of the NW Quarter of Section 5, a distance of 2053.09 feet to the Quarter Section Corner common to said Sections 5 and 32; thence N.0° 15' 17"W., along the East line of the West Half of said Section 32, a distance of 4038.88 feet to the center line of Chickahominy Slough; thence along said center line of Chickahominy Slough the following courses: N. 78° 18' 24"W. 69.50 feet; thence N. 40° 42' 18"W. 137.74 feet; thence S. 51° 47' 43"W. 166.96 feet; thence S. 73° 26' 11"W 101.59 feet; thence N. 64° 46' 49"W. 48.59 feet; thence N. 20° 24' 24"W. 246.94 feet; thence N. 46° 41' 36"W. 163.52 feet; thence N. 20° 45' 51"W 176.00 feet; thence N. 13° 01' 08"W. 118.16 feet; thence S. 61° 30' 13"W. 172.19 feet; thence N. 46° 16' 20"W. 198.97 feet; thence S. 49° 22' 29"W. 152.01 feet; thence S. 8° 14' 29"W. 41.00 feet; thence, leaving said center line of Chickahominy Slough, N. 81° 45' 42"W 642.81 feet to a point on the Easterly boundary of "Chapman Lands" as delineated on that certain map filed for record in Maps and Surveys 5, at page 2, in the office of the County Recorder of Yolo County, California; thence, along said Easterly boundary of "Chapman Lands", S. 9° 50'W. 860.60 feet to the SE corner of said lands; thence S. 72° 09' 30"W 765.57 feet to the SW corner of said "Chapman Lands" which is on the West line of said Section 32; thence S. 0° 08' 14"E, along said East line of Section 32, a distance of 3583.76 feet to the point of beginning and containing 319.50 acres, more or less, and a tract or parcel of land located in the NW Quarter of Section 32, Township 9 North, Range 1 West, Mount Diablo Base and Meridian, described as follows:

Beginning at a 1½" iron pipe driven below the surface of the road which marks the most Easterly point of the "Chapman Lands" as delineated on that certain map thereof filed for record in Book 5 of Maps and Surveys, at page 2, in the office of the County Recorder of Yolo County, California; thence N. 89° 33' 07"E., along the North line of said Section 32, a distance of 351.33 feet to a point which bears S. 89° 33' 07"W. 701.51 feet from the North Quarter corner of said Section 32, as shown on that certain "Map of Survey of E. A. Rominger Property" filed for record in Book 8 of Maps and Surveys, at page 119, in the office of the County Recorder of Yolo County, California; thence S. 1° 36'W. 589.17 feet to a point on the center line of Chickahominy Slough; thence, upstream along said center line, N. 13° 01' 08"W. 5.15 feet; thence S. 61° 30' 13"W. 172.19 feet; thence N. 46° 16' 20" W. 198.97 feet; thence S. 49° 22' 29"W. 87.16 feet; thence, leaving said center line of Chickahominy Slough, N. 4° 55'W. 583.80 feet to a point on the boundary line of said "Chapman Lands"; thence N. 89° 21'E. 77.59 feet to the point of beginning and containing 5.437 acres, more or less.

EXHIBIT "A" (CONT'D)

Albert H. Rominger and Anne V. Rominger

Assessor's Parcels No. 21-550-48& 49, 30-030-42,43,& 44

The SE¼ and the S½ of the NE¼ of Section 32 and the N½ of Section 33, T9N, R1W, M.D.B.& M., excepting therefrom a homesite as described in deed recorded in Volume 514, O.R., page 297, Yolo County Records and also excepting the South 716 feet of the East 1902.63 feet of said N½ of Section 33; and the SW¼ of Section 4 and the E½ of Section 5, T8N, R1W, M.D.B.& M.

Edwin A. Rominger and Winifred Annette Rominger

Assessor's Parcels No. 21-550-43 & 44, 21-560-09, 30-020-11 & 30-030-41

All that portion of the N½ of the N½ of Section 32, T9N, R1W, M.D.B.& M., described as follows:

The N½ of the NE¼ of said Section 32; a tract of land beginning at a point which bears S. 89° 33' 07"W. 701.51 feet from the North Quarter corner of said Section 32, as delineated on that certain map of E. A. Rominger Property, filed for record in Maps and Surveys Book 8, page 119, Yolo County Records, thence S. 1° 36'W. 589.17 feet to a point on the center line of Chickahominy Slough; thence downstream along said center line, as said center line is delineated on said map of E. A. Rominger Property, to the Quarter Section line which runs through the center of Section 32; thence, N. 0° 15' 17"W. 1219.68 feet along said Quarter Section line to the point of beginning; and a tract of land described as beginning at a point which bears S. 89° 21'W. 77.59 feet from the most Easterly point of the "Chapman Lands", as delineated on that certain map thereof filed for record in Maps and Surveys Book 5, page 2, Yolo County Records; thence S. 4° 55'E. 583.80 feet to the center line of Chickahominy Slough; thence upstream along said center line S. 49° 22' 29"W. 65.85 feet; thence leaving said center line S. 8° 14' 29"W. 41.00 feet; thence N. 81° 45' 42"W. 642.81 feet to a point on a boundary of said "Chapman Lands"; thence N. 9° 50'W. along said boundary 299.70 feet; thence N. 44° 11' 15"W. 106.68 feet; thence N. 5° 22' 15"E. 194.03 feet; thence N. 89° 21'E. 646.37 feet to the point of beginning.

E.S. Graf Ranch

Assessor's Parcel No. 30-030-05

The N½ of Section 4, T8N, R1W, M.D.B.& M.

parcels were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 1969, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: Bell.

ARTHUR H EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTYOF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE F LUCAS DEPUTY

(SEAL)

EXHIBIT "A" (CONT'D)

Adelence D. Scott and Margaret S. Chapman

Assessor's Parcel No. 21-570-02

The SE¼ of the SE¼ of Section 30; the NE¼ and S½ of the NE¼ of Section 31 and the NW¼ of Section 32, T9N, R2W, M.D.B.& M.

Violet Sidwell Scott

Assessor's Parcels No. 21-570-03 & 05

The NE¼ and the N½ and SW¼ of the SE¼ of Section 30; the SW¼ and the W½ of the SE¼ of Section 29; and the W½ of the NE¼ of Section 32, T9N, R2W, M.D.B.& M.

Violet Sidwell Scott

Assessor's Parcels No. 21-510-10, 21-520-01, 21-550-02 & 03, 21-560-05 & 06

The S½ of Section 24 and all of Section 25, T9N, R2W, M.D.B.& M. the SW¼ of Section 19 and the W½ of Section 30, T9N, R1W, M.D.B.& M.

Adelene D. Scott and Margaret S. Chapman

Assessor's Parcels No. 21-560-02,03,& 04, 21-570-04,07,& 08

All of Sections 26,27,& 28; the N½ and the E½ of the SE¼ of Section 29; the E½ of the NE¼ of Section 32; the N½ of Section 33; the N½ of Section 34; and the N½ of Section 35, in T9N, R2W, M.D.B.& M.

Coulter Claeys and Muriel Claeys

Assessor's Parcel No. 21-550-11

The NE¼ of Section 29, T9N, R1E, M.D.B.& M.

EXHIBIT "A" (CONT'D)

John H. Griffin and Bessie H. Griffin

Assessor's Parcels No. 21-520-33, 21-550-30,35,& 36

The SW¼ of Section 20; the SE¼ and the W½ of Section 29, T9N, R1W, M.D.B.& M., excepting therefrom all that tract of land designated as "Chapman Lands" as delineated on that certain map filed for record in Maps and Surveys Book 5, page 2, Yolo County Records.

Richard E. Rominger, Mary E. Rominger, Claire L. Stark, Daniel Martinez, Julia M. Martinez, Thomas Russell, Lucille A. Russell, Donald A. Rominger, and Shirley F. Rominger.

Assessor's Parcel No. 30-030-45

The SW¼ of Section 5 and the SE¼ of Section 6, T8N, R1W, M.D.B.& M.

Louis J. Mariani and Joseph J. Mariani

Assessor's Parcels No. 21-550-10 & 18

The S½ of Section 33, T9N, R1W, M.D.B. & M.

Richard E. Rominger, Mary E. Rominger, Donald A. Rominger, and Shirley F.Rominger.

Assessor's Parcels No. 21-550-01, 04& 05

The E½ of Section 30 and all of Section 31, T9N, R1W, M.D.B.& M.

EXHIBIT "A" (CONT'D)

A. H. Rominger and Sons, Inc.

Assessor's Parcel No. 21-550-50

A parcel of land located in the NE Quarter of Section 33, Township 9 North, Range 1 West, M.D.B.& M., described as follows:

The point of beginning is at the SE corner of the NE Quarter of said Section 33 which is marked on the ground by a stone monument; thence S. 89° 41' 30"W., along the South line of said NE Quarter of Section 33, a distance of 1902.63 feet; thence, leaving said quarter section line, N. 0° 31' 53"E along the Westerly boundary of homesite deeded to Donald A. Rominger, and Shirley Rominger, his wife, by A. H. Rominger and Anne V. Rominger, his wife, on May 18, 1957 and recorded in Volume 514, page 297 of the official records of Yolo County on May 29, 1957, a distance of approximately 716 feet, more or less to the center line of the Buckeye canal of the Clear Lake Division of the Yolo County Flood Control and Water Conservation District; thence Easterly a distance of approximately 1900 feet more or less to the East boundary of said NE Quarter of Section 33; thence Southerly along the East boundary of said NE Quarter of Section 33 a distance of approximately 716 feet more or less to the point of beginning; and

Excepting therefrom the aforesaid homesite deeded to Donald A. Rominger and Shirley Rominger, his wife, a parcel containing 0.46 acres more or less; and

Subject to an easement granted to Donald A. Rominger and Shirley Rominger, his wife, for a road for access and egress to said homesite over a strip of land 20 feet in width extending Easterly from the West boundary of the homesite along the South boundary of the NE Quarter of said Section 33 to the East boundary of said Section 33, a distance of 1902.63 feet; and

Also excepting therefrom a homesite reserved to Albert H. Rominger and Anne V. Rominger, his wife, on which their home is located, said parcel being described as the land on which the home is located, plus the surrounding area with a West boundary 89 feet West of the West foundation of the house and parallel to it, the North boundary 117 feet North of the North foundation and parallel to it, the East boundary 40 feet East of the East foundation of the house and parallel to it, and the South boundary 117.5 feet South of the South foundation and parallel to it, plus a strip of land 20 feet wide extending Northerly from the NE corner of the homesite area, with the East boundary a Northerly extension of the East boundary of the homesite, a distance of approximately 140 feet, more or less, to join other lands owned by A. H. Rominger, containing 1.2 acres more or less; the East boundary of the parcel being approximately 512 feet, more or less, East of the West boundary of the surrounding parcel of land; and

A. H. Rominger and Sons, Inc.(con't)

Also subject to an easement reserved to A. H. Rominger for a road for access to and egress from the said homesite of A. H. Rominger over a strip of land being 20 feet in width and extending Southerly from the South side of the homesite with the East side of said easement 20 feet West of the East boundary of said homesite and parallel to it, to the South boundary of the NE Quarter of said Section 33, a distance of 275 feet more or less and then continuing with a 20 foot width Easterly along the South boundary of the NE Quarter of said Section 33 to the East boundary of said Section 33, a distance of 1410 feet, more or less;

A parcel containing 29.6 acres more or less.

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69- 258

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~xxxxxxx~~) Agricultural Preserve No. 43 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) (~~xxxxxxxxxx~~) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 43 is hereby declared (established) (~~enlarged~~) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or charge on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 19 69, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: Bell.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Property Owner: J. Bernell Harlan

Parcel No. 24-150-12:

All that real property situate, lying and being in the County of Yolo, State of California, and more particularly described as follows:

N 1/2 of Section 13, T 9 N, R 1 E, M.D.B.& M.

EXHIBIT "B"

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 43

SCALE OF MILES
0 1 2

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-258 ADOPTED ON DECEMBER 29, 1969.

DECEMBER 29th 1969
DATE

CLERK OF THE BOARD

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS
Deputy

RESOLUTION NO. 69- 259

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 43 pursuant to said Act by Resolution No. 69- 258 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 29, 1969, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: NONE;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 1969, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: Bell.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE F. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Property Owner: J. Bernell Harlan

Parcel No. 24-150-12:

All that real property situate, lying and being in the County of Yolo, State of California, and more particularly described as follows:

N 1/2 of Section 13, T 9 N, R 1 E, M.D.B.& M.

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 69-260
Enlarging
(Resolution ~~Establishing~~ an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (~~establish~~ enlarge) Agricultural Preserve No. 12 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (~~establishment~~ enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 12 is hereby declared (~~established~~ (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

   A. Agricultural Uses:

      1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

      2. Animal feed yards when more than 1000 feet from any existing dwelling.

      3. Hog farms.

   B. Compatible Uses:

      1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

      2. Drilling and operation of oil and gas wells.

      3. Electrical distribution substations.

      4. Public parks and recreation areas.

      5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

      6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 1969, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: Bell.

ARTHUR H. EDMONDS

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Property Owner: Joseph G. Harling, et al

Assessor's Parcel Nos: 21-540-07 and 21-540-08

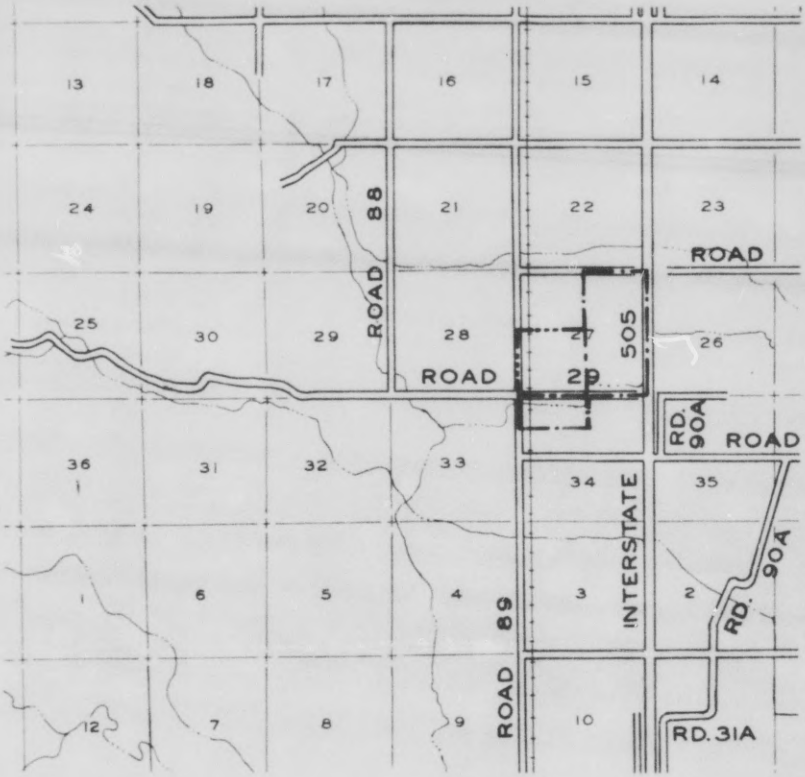
21-540-07:

The S 1/2 of the NW 1/4 of Section 34, T 9 N., R 1 W., M.D.B.&M.

21-540-08:

The N 1/2 of the NW 1/4 of Section 34, T 9 N, R 1 W, M.D.B.& M.

EXHIBIT "B"



SCALE OF MILES
0 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 12

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS AMENDED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 69-260 ADOPTED ON DECEMBER 29, 1969.

DECEMBER 29th 1969
DATE

CLERK OF THE BOARD

FILED
JAN - 5 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. KOEGEL
Deputy

RESOLUTION NO. 69-261

(Resolution Finding Parcels to be Covered by Contract Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. Addition to Preserve No. 12 pursuant to said Act by Resolution No. 69-260; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated December 29, 1969, which impose enforceable restrictions on the therein described real property whih is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcel covered by said Contracts is not within one mile of any incorporated

city in this county at the time the agreements covering said parcel were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 29th day of December, 1969, by the following vote:

AYES: Duncan, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: Bell.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Property Owner: Joseph G. Harling, et al

Assessor's Parcel Nos: 21-540-07 and 21-540-08

21-540-07:

The S 1/2 of the NW 1/4 of Section 34, T 9 N., R 1 W., M.D.B.&M.

21-540-08:

The N 1/2 of the NW 1/4 of Section 34, T 9 N, R 1 W, M.D.B.& M.

JAN - 6 1970

LAURENCE T. HENGNN, Clerk

By Barbara A. Rodgers
Deputy

RESOLUTION NO. 70-1

(Resolution Designating Veterans Hospitals as Approved Facilities for Involuntary Treatment Pursuant to the Lanterman-Petris-Short Act.)

WHEREAS, the provisions of the Lanterman-Petris-Short Act, California Welfare & Institutions Code §§ 5000-5331, inclusive, provide for the involuntary treatment of certain persons; and

WHEREAS, the provisions of that Statute have been amended to make it possible for the hospitals of the Veterans Administration located in the State of California to furnish such involuntary treatment; and

WHEREAS, the exercise of such power to furnish treatments requires the Board of Supervisors of this county to make a designation of the Veterans Hospitals for such purposes; and

WHEREAS, it appears in the best interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo that pursuant to the Lanterman-Petris-Short Act, California Welfare & Institutions Code §§ 5000, et seq:

1. Any physician employed by the Veterans Administration within the State of California, is hereby designated as a professional person authorized by this County to take or cause to be taken, a person into custody and to place him in a facility designated by the County as a facility for 72-hour treatment and evaluation.

2. Hospitals of the Veterans Administration located in the State of California are hereby designated for eligible veterans as approved facilities of this County for 72-hour treatment and evaluation, for Court ordered evaluation, for 14-day intensive treatment, for 14-day additional intensive treatment, and for post certification treatment.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 5th day of January, 19 70, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

W E Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Bolzani DEPUTY

(SEAL)

FILED
JAN - 9 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. ~~RPC~~ 70- 2

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~xxxxxxx~~) Agricultural Preserve No. 44 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) (~~xxxxxxxxxx~~) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 44 is hereby declared (established) ~~(enlarged)~~ to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 5th day of January, 19 70, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.
NOES: None.
ABSENT: Bell.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY_____DEPUTY

(SEAL)

EXHIBIT "A"

Property Owners: Edmond L. Eaton and Janine H. Eaton and
Fred Marshall Eaton and Esther H. Eaton

Assessor's Parcel Nos. 19-272-28 and 29:

The SE1/4 of Section 6, and the NW1/4 of the NW1/4 of Section 8, T11N, R1E, M.D.B.& M.

Property Owners: Stephen J. Dettling and Ona O. Dettling,
Richard S. Dettling and John Gary Dettling

Assessor's Parcel No. 19-272-30:

The SW1/4 of Section 5, T11N, R1E. M.D.B.& M.

"EXHIBIT B"

SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 44

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 70-2
ADOPTED ON
1/6/1970
DATE

CLERK OF THE BOARD

FILED
JAN - 7 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 70-3

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 44 pursuant to said Act by Resolution No. 70-2; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated January 5th, 1970, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated city in this county at the time the agreements covering said parcels

were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 5th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

Wm. E. DUNCAN

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

EXHIBIT "A"

Property Owners: Edmond L. Eaton and Janine H. Eaton and
Fred Marshall Eaton and Esther H. Eaton

Assessor's Parcel Nos. 19-272-28 and 29:

The SE1/4 of Section 6, and the NW1/4 of the NW1/4 of Section 8, T11N, R1E, M.D.B.& M.

Property Owners: Stephen J. Dettling and Ona O. Dettling,
Richard S. Dettling and John Gary Dettling

Assessor's Parcel No. 19-272-30:

The SW1/4 of Section 5, T11N, R1E. M.D.B.& M.

FILED
JAN - 9 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 70- 4

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~enlarge~~) Agricultural Preserve No. 34 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) (~~enlargement~~) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 34 is hereby declared (established) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 5th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.
NOES: None.
ABSENT: Bell.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY_____DEPUTY

(SEAL)

EXHIBIT "A"

Agnes C. & Edgar Farnham

24-040-64-1

Beg. at the SW cor. of the property described in Book 18 of O.R. at page 250, of Yolo Co. Records, said pt. of beg. being situate S. 0 deg. 07' 30" W. 1650.68 ft. from the quarter section corner common to Sec. 35, T 10 N, R 1 E and Sec. 2, T 9 N, R 1 E, MDB&M, th. S. 89 deg. 31' 15" E. 1320.28 ft.- th. N. 0 deg. 03' 45" W. 1319.74 ft. to the quarter section line of Sec. 2, T 9 N, R 1 E - th. S. 0 deg. 07' 30" W. along said quarter sec line 594.00 ft. to the pt. of beg. contg. 18.00 Acres

24-040-63-1

Beg. at the NW cor. of the NE 1/4 of Sec. 2, T 9 N, R 1 E., MDB&M and running Th. S. 89 deg. 31' 15" E. along the Sec. line 1318.60 ft.- th. S. 0 deg. 03' 45" W. 1056.68 ft.- th. N. 89 deg. 31' 15" W. 1319.74 ft. to the 1/4 section line- th. N. 0 deg. 07' 30" E. along the 1/4 section line 1056.68 ft. to theplace of beg and contg. 32.00Ac.

Together with an undivided 1/4 interest in well and pumping plant together with a 10/ x 10' piece of property

Rowena Martin & W. H. Martin

24-040-62

Tract beginning at a pt. common to Sections 2-3-10 and 11, T 9 N, R 1 E and run th. S. 89 degrees 58' E. 1345.5 ft.-th. S. 0 degrees 03' E. 1656.2 ft.- th. N. 89 degrees 57 1/2' W. 1347.0 ft.-th. N. 1656.0 ft. to the place of beginning. 51.18 ac.

24-040-61

Lot 1 and E..10 acres of Lot 10 - Woodland Colony Subdivision, except 5.42 acres deeded Blickle, 199 O. R., Page 205	35.45
West 9.27 acres of Lot 10 - Woodland Colony Subdivision	9.27
Tract beg. at a pt. on the bdry. line between Lots 1 and 9 of Woodland Colonies Sub., saud pt. being 178.89 ft. W. from an iron pipe which marks the NE corner of said Lot 9, and run th. S. parall to and Wly at R/A 178.89 ft. from the bdry. line of Lot 9 and 11 of said Sub. 1320.0 ft.-th. E. 178.89 ft.-th. N. 1320.0 ft.-th. W. 179.89 ft. to the pt. of beginning., being parts of Lots 9 and 11 of said Subdivision.	
Beg. at an iron monument at corner common to Secs. 2, 3, 10 and 11, T 9 N, R 1 E-th. along old established fence line, the section line between Secs. 2 and 3, N. 1057.8 ft. to intersection with center line of Clear Lake Water Co. Canal.	5.52 7.04

th. down along center line of canal S. 39° 30' E. 149.0 ft., S. 30° 58' E. 258.0 ft., S. 18° 08' E. 429.0 ft., S. 32° 22' E. 307.0 ft., S. 04° 30' E. 60.0 ft. to intersection with S. line of Section 2, T 9 N, R 1 E-th. N. 89° 25' W. 529.9 ft. to the pt. of beginning. 7.04 acres

EXHIBIT "A" (CONT'D)

24-040-50-1 — Carl A. & Jane F. Schneider

Beg. at the NW cor. of Lot 1 of the J.D and R. G. Lawson Sub.- th. S. 0 deg. 40' E. along the W. line of Lots 1, 4, and 5 of said Sub. 1650.68 ft.- th. N. 89 deg. 30' E. 475.00 ft.- th. N. 0 deg. 40' W. 1650.68 ft. to the N. line of said Lot 1- th. S. 89 deg. 30' W. along said N. line of said Lot 1, 475.00 ft. to the pt. of beg. cont. 18.00 acres

24-040-58-1

Beg. at the NE cor. of Lot 1 of the J.D. and R. G. Lawson sub. as same appears of record in M/S book 3, Page 71, Yolo Co. Records: and running th. S. 89 deg. 30' W. 845.40 ft.- th. S. 0 deg. 40' E. 1650.68 ft.- th. N. 89 deg. 30' E. 844.44 ft. to the E. line of said Lawson Sub.- th. N. 0 deg. 38' W. along said Sub. line, 1650.68 ft. to the place of beg.; Excepting therefrom that certain portion thereof containing 1.1136 acres, heretofore conbyed to said Carl A. Schneider by deed dated Dec. 5, 1945 and recorded in O.R. of Yolo Co. Bk 227, page 271. Contg. 30.90 acres

Together with an und. 1/4 interest in well and pumping plant and together with a 10' x 10' piece of property located within the bdys. of Par. #20-44-55 Also, togetherwith easements and rights of way of record.

24-040-02 — Joseph Schneider

The N½ of the NW¼ of the NE¼ of Section 3, T9N, R1E, M.D.B.&M., containing 20 acres.

24-040-57

LEGAL DESCRIPTION	LOT OR SEC.	BLK. OR TWP.	RANGE	ACRES
FORMERLY PAR. NO. 20-44-57 PRIOR TO 19[illegible]		24	040	57
Beginning at the SW corner of Lot 8 of the J. D. and R. G. Lawson Subdivision-th. N. 89° 48' E. along the S. line of said Lot 8, 427.10 ft.-th. N. 0° 40' W. 1021.06 ft.-th. S. 89° 30' W. 427.10 ft. to the W. line of Lot 5 of said Sub.-th. S. 0° 40' E. 1018.82 ft. along the said W. line of said Lots 5 and 8 to the pt. of beg., contg. 10.00 acres				
BEGINNING at the SE corner of Lot 8 of the J. D. and R. G. Lawson Sub. as same appears of record in M/S Book 3, Page 71, Yolo County Records; and running th. S. 89° 48' W., 891.90 ft.-th. N. 0° 40' W. 1021.06 ft.- th. N. 89°30' E. 892.34 ft. to the E. line of said Lawson Sub.-th. S. 0° 38' E. along said Sub. Line, 1025.73 ft. to the place of beg., contg. 20.949 acres of land.				30.949
TOGETHER WITH an Und. 1/4 interest in well and pumping plant together with a 10' x 10' piece of property located with the bdys. of Par. #20-44-55 Also, togetherwith easements and rights of way for ditch purposes.				
Formerly all of Parcel No. 20-44-49 and a portion of Parcel #20-44-46				

Lela B. Ebbinghausen

Parcel No. 24-040-11

The SW¼ of the NW¼ of Section 2, T9N, R1E. M.D.B&M. containing 40 acres.

Property Owners: Carl A. Schneider & Jane F. Schneider

Parcel No. 24-040-13:

Beg. at the NE cor. of Lot 1 of the J.D. and R. G. Lawson Sub. as same appears of record in M/S Book 3, Page 71, Yolo Co. Records: thence along the northerly boundary line of said lot 165 feet; thence south 300 feet to a point; thence east 165 feet to the easterly boundary line of Lot 1; thence north 300 feet to the point of beginning

Property Owner: Mrs. A. E. (Leona) Blickle
Parcel Nos. 24-040-59 & 69; 25-200-04 & 19:

24-040-59: The Northwest Quarter of Section Three (3), Township Nine (9) North, Range One (1) East, M. D. B. & M. EXCEPTING THEREFROM that portion conveyed by Alfred B. Blickle, et ux., to Alfred D. Blickle, et ux., by deed dated December 10, 1959, and recorded in Book 594 of Official Records, at page 18, described as follows: Beginning at a point on the North line and 1120.61 feet East of the Northwest corner of Section 3, T. 9 N., R. 1 E., M. D. B. & M. and running thence S. 00° 10' E., 250.00 Feet; thence East 250.00 feet; thence N. 00° 10' W., 250.00 feet to the section line; thence West, along the Section line, 250.00 feet to the point of beginning and containing 1.43 acres of land, more or less.

Lots 4, 5, 6 7, 13, and 14 of "Woodland Colonies Subdivision," according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on June 3, 1912, in Book 2 of Maps at page 56.

25-200-04 & 19: The Southwest Quarter of Section Thirty-four (34), Township Ten (10) North, Range 1 East, M. D. B. & M. EXCEPTING THEREFROM that portion of the East one-half of said Southwest one-quarter as conveyed by Alfred B. Blickle, et ux., to Donald S. Blickle, et ux., by deed dated May 11, 1959, and recorded in Book 574 of Official Records, at page 179, described as follows: Beginning at the South 1/4 corner of Section 34, Township 10 North, Range 1 East, common to the North 1/4 corner of Section 3, Township 9 North, Range 1 East, running thence along said section line due West, 435.00 feet; thence along a line parallel to 1/4 section line of Section 34, North 0° 05' East, 550.76 feet; thence along a line parallel to the South Section line of Section 34, due East 435.00 feet; thence along the 1/4 Section line of Section 34, South 0° 05' West, 550.76 feet to the point of beginning and containing 5.50 acres of land. EXCEPTING THEREFROM the Easterly 20 feet conveyed by T. D. Gibson and R. J. Gibson to A. B. Welch, by deed dated October 12, 1911, and recorded November 10, 1911, in Book 77 of Deeds, at page 622.

EXHIBIT "A" (CONT'D)

Mrs. A. E. (Leona) Blickle (Cont'D)

24-040-69: Lots 2, 3, 8, 9, 11, and 12 of Woodland Colonies, according to the official plat thereof filed in the office of the Recorder of Yolo County, California, on June 3, 1912, in Book 2 of Maps, at page 56. SAVING AND EXCEPTING that portion of Lots 9 and 10, conveyed by A. E. BLICKLE, et al., to W. H. MARTIN, et ux, by deed dated February 16, 1944, and recorded in Book 199 of Official Records, at page 204, described as follows: Beginning at a point on the boundary line between Lots 1 and 9 of Woodland Colonies Subdivision, according to the official plat thereof filed in the office of the Recorder of Yolo County, California, in Book 2 of Maps, at page 56, said point being 178.89 feet from an iron pipe which marks the Northeast corner of said Lot 9, and running thence South parallel to and Westerly at right angles 178.89 feet from the East boundary line of Lots 9 and 11 of said Subdivision, 1320 feet, to the South boundary line of said Lot 11; thence East 178.89 feet to the Southeast corner of said Lot 11; thence North 1320 feet along the East boundary line of said Lots 11 and 9, to the said iron pipe; thence West 178.89 feet along the boundary line between Lots 1 and 9, to the point of beginning. ALSO EXCEPTING THEREFROM that portion conveyed by A. E. BLICKLE, et ux, to Robert M. Timothy, et ux., by deed dated April 5, 1965, and recorded in Book 793 of Official Records, at page 672, described as follows: BEGINNING at an iron monument marking the center of Section 3, T. 9 N., R. 1 E., M. D. B. & M.; thence N. 89° 53' 15" E. along the North line of the Southeast quarter of said Section 3, 247.61 feet; thence S. 00° 13' 20" E. parallel with the West line of said Southeast quarter 879.72 feet; thence S. 89° 54' 59" W. 247.61 feet to said West line of said Southeast quarter; thence N. 0° 13' 20" W. along said West line 879.60 feet to the point of beginning, containing 5.00 acres of land.

A portion of Lot 1 of Woodland Colonies, according to the official plat thereof filed in the office of the Recorder of Yolo County, California, on June 3, 1912, in Book 2 of Maps, at page 56, described as follows: Beginning at a point on the boundary line between Lots 1 and 9 of Woodland Colonies, according to the official plat thereof, filed in Book 2 of Maps at page 56, said point being 178.89 feet West from an iron pipe which marks the Northeast corner of said Lot 9, and running thence North parallel to and Easterly 155.61 feet at right angles from the boundary line common to Lots 1 and 2 of said Subdivision 1010 feet; thence East 75 feet, more or less, to the center line of the ditch right of way of the Clear Lake Water Company; thence up and along the said center line in a Northeasterly direction following the meanders thereof, 330 feet, more or less, to where the said center line intersects the North boundary line of said lot 1: thence West 188.5 feet, more or less, along the said North boundary line to the Northwest corner of Lot 1: thence South 1320 feet along the West boundary line of Lot 1 to the Southerly corner common to Lots 1 and 2 of said Subdivision; thence East 155.61 feet to the point of beginning. SAVING AND EXCEPTING THEREFROM so much of the herein above described property that lies within the boundaries of the Yolo County Consolidated Water Company's ditch.

EXHIBIT "A" (CONT'D)

Noah O. & Louise J. Farnham - Parcel No. 25-210-05

Description: The Southerly 30.06 acres of the SW¼ of the SW¼ of Section 35, T10N, R1E. M.D.B.&M.

Fred A. & Evelyn Zielesch - Parcel Nos. 25-200-10 & 15

Description: The S½ of the NE¼ of the SE¼ of Section 34, T10N, R1E, M.D.B.&M., containing 20 acres.

Clarence D. Vaughn, Minna B. Vaughn, Clarence D. Vaughn, as Trustee.

Parcel Nos. 25-210-02, 03, & 04:

25-210-02-1

W 1/2 of SE 1/4 (except W 10 acres) Sec. 35 T 10 N, R 1 E
70 Acres

25-210-03-1

Beginning at the south one-quarter corner of Section 35, T 10 N, R 1 E, M.D.B.& M.; thence along the south line of Section 35, N 89° 46' 33" W. 650.00 feet; thence leaving said section line N 00° 04' 03" E. 670.15 feet parallel to the one-quarter section line north and south through the center of Section 35; thence parallel to the south line of Section 35, S 89° 46' 33" E. 650.00 feet to the north and south one-quarter section line through Section 35; thence along said one-quarter section line S. 00° 04' 03" W. 670.15 feet to the point of beginning, containing 10.00 acres of land.

25-210-04-1 (Clarence D. Vaughn, as Trustee)

E 1/2 of SW 1/4 Sec 35 T 10 N, R 1 E 80 acres.

Carlos & Mary Ann Pereyra - Parcel No. 25-210-06

Description: The Northerly 10 acres of the SW¼ of the SW¼ of Section 35, and the Southerly 10 acres of the NW¼ of the SW¼ of Section 35, T10N, R1E, M.D.B.&M.

EXHIBIT "A" (CONT'D)

Antonio S. Machado - Parcel No. 25-210-28 & 29

Description: The Northerly 30 acres of the NW¼ of the SW¼ of Section 35, T10N, R1E, M.D.B.&M.

Molly Gray, Gene Gray, & Valentina L. Gray

Parcel Nos. 24-040-06 &07

The E½ of the NE¼ of Section 3, T9N, R1E, M.D.B.&M., containing 80 acres.

William P. Wilson

Parcel No. 24-040-16

The E½ of the SW¼ of Section 2, T9N, R1E, M.D.B.&M., containing 79 acres.

Alice & Martin Ehrke Parcel No. 24-040-56

FOR ASSESSOR'S USE
LEGAL DESCRIPTION FORMERLY PAR. NO. 20-44-56 PRIOR TO 1980

BEGINNING at the SE corner of the property described in Book 18 of Official Records at page 250, said pt. of beg. being situate S. 1650 ft. from the 1/2" iron bar which marks the cor. common to Secs. 35 and 36, T 10 N, R 1 E and Secs. 1 and 2, T 9 N, R 1 E-th. N. 89° 31' 15" W. 1320.38 ft.-th. N. 0° 03' 45" E. 594.00 ft.-th. S. 89° 31',15" E. 1319.74 ft. to the line common to Secs. 1 and 2, T 9 N, R 1 E-th. along said line common to said Secs. 1 and 2, T 9 N, R 1 E, 594.00 ft. to the py. of beginning, contg. 18.0 A.
BEGINNING at the NE corner of Sec. 2, T 9 N, R 1 E, M. D. B. and M. and running th. N. 89° 31' 15" W. along the section line 1318.60 ft.-th. S. 0° 03' 45" W. 1056.68 ft.-th. S. 89° 31' 15" E. 1319.74 ft. to the section line-th. N. along the section line, 1056.68 ft. to the place of beginning, contg. 32.00 A.
TOGETHER WITH an undivided 1/4 interest in well and pumping plant, together with a 20' x 10' piece of property located within the bdys. of Par. 20-44-55.

Formerly all of Parcel No. 20-44-13 and a portion of 20-44-16

William F. & Amelia Fricke - Parcel No. 25-210-12

The East 3/4 of the West one-half of the Northeast one-quarter of the Northwest one-quarter of Section 35, Township 10 North, Range 1 East, M.D.B. & M., and the Northwest one-quarter of the Southeast one-quarter of the Northwest one-quarter of Section 35, Township 10 North, Range 1 East, M.D.B. & M. ,

Property Owner: Alice E. Fricke

Parcel No. 24-040-53:

Lots 2 and 3, of J. D. and R. G. Lawson's Subdivision of the Northwest Quarter of Section 2, Township 9 North, Range 1 East as shown on the official map thereof, filed for record in the office of the Yolo County Recorder;

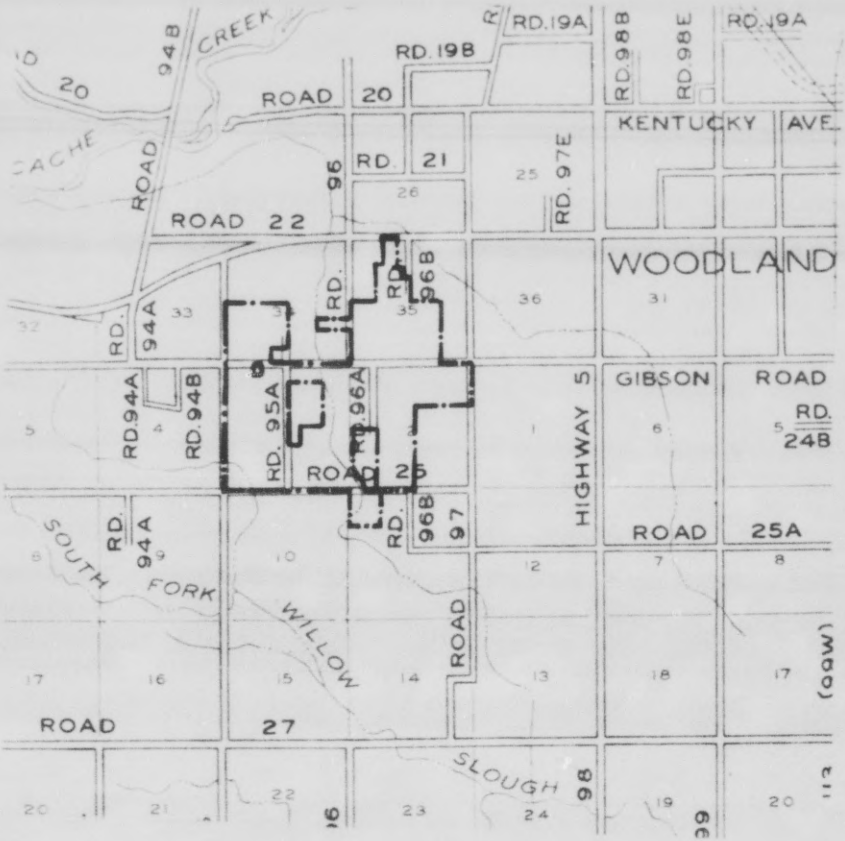
RESERVING AND EXCEPTING THEREFROM a right of way not exceeding 25 feet wide on the West side of said Lot 3 and North and West sides of Lot 2, for a Ditch for irrigating purposes with right to use said ditch now constructed or any ditches hereafter to be constructed on a right of way not exceeding 25 feet in width on the Northeast Quarter of Section 3, Township 9 North, Range 1 East and connecting the main ditch on said Northeast Quarter of Section 3 and all ditches now or hereafter to be constructed on said Subdivision, by conveying water through the same for irrigating and domestic purposes, also the right to use any ditches constructed on the said Subdivision, on the rights of way, reserved by deed executed by T. B. Gibson and R. J. Gibson dated December 2, 1908 and recorded in Book 72 of Deeds, at page 286; AND ALSO EXCEPTING THEREFROM those portions of the above described real property conveyed by a deed to Lauderdale recorded April 18, 1957 in the office of the Recorder of Yolo County in Volume 511 of Official Records at page 337 thereof, and deed to William F. Fricke and Amelia J. Fricke recorded July 28, 1958 in the office of the County Recorder of Yolo County in Volume 547 of Official Records at page 311 thereof, and by deed to William F. Fricke and Amelia J. Fricke recorded in the office of the Recorder of Yolo County Sept. 16, 1958 in Volume 551 of Official Records at page 123 thereof; and

Property Owner: Alice E. Fricke

Parcel No. 25-210-36:

South half (½) of the Southeast quarter (¼) of the Northwest quarter (¼) and the Northeast quarter (¼) of the Southeast quarter (¼) of Northwest quarter (¼) of Section Thirty-five (35), 10 North Range One (1) East Mount Diablo Base and Meridian.

"EXHIBIT B"



SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 34

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 70-4

ADOPTED ON
1/5/1970
DATE

CLERK OF THE BOARD

FILED
JAN - 7 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 70- 5

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 34 pursuant to said Act by Resolution No. 70- 4 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated January 5th, 1970, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated city in this county at the time the agreements covering said parcels

were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 5th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. KENIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

EXHIBIT "A"

Agnes C. & Edgar Farnham

24-040-64-1

Beg. at the SW cor. of the property described in Book 18 of O.R. at page 250, of Yolo Co. Records, said pt. of beg. being situate S. 0 deg. 07' 30" W. 1650.68 ft. from the quarter section corner common to Sec. 35, T 10 N, R 1 E and Sec. 2, T 9 N, R 1 E, MDB&M, th. S. 89 deg. 31' 15" E. 1320.28 ft.- th. N. 0 deg. 03' 45" W. 1319.74 ft. to the quarter section line of Sec. 2, T 9 N, R 1 E - th. S. 0 deg. 07' 30" W. along said quarter sec line 594.00 ft. to the pt. of beg. contg. 18.00 Acres

24-040-63-1

Beg. at the NW cor. of the NE 1/4 of Sec. 2, T 9 N, R 1 E., MDB&M and running Th. S. 89 deg. 31' 15" E. along the Sec. line 1318.60 ft.- th. S. 0 deg. 03' 45" W. 1056.68 ft.- th. N. 89 deg. 31' 15" W. 1319.74 ft. to the 1/4 section line- th. N. 0 deg. 07' 30" E. along the 1/4 section line 1056.68 ft. to theplace of beg and contg. 32.00Ac.

Together with an undivided 1/4 interest in well and pumping plant together with a 10/ x 10' piece of property

Rowena Martin & W. H. Martin

24-040-62

Tract beginning at a pt. common to Sections 2-3-10 and 11, T 9 N, R 1 E and run th. S. 89 degrees 58' E. 1345.5 ft.-th. S. 0 degrees 03' E. 1656.2 ft.- th. N. 89 degrees 57 1/2' W. 1347.0 ft.-th. N. 1656.0 ft. to the place of beginning. 51.18 ac.

24-040-61

Lot 1 and E..10 acres of Lot 10 - Woodland Colony Subdivision, except 5.42 acres deeded Blickle, 199 O. R., Page 205 — 35.45

West 9.27 acres of Lot 10 - Woodland Colony Subdivision — 9.27

Tract beg. at a pt. on the bdry. line between Lots 1 and 9 of Woodland Colonies Sub., saud pt. being 178.89 ft. W. from an iron pipe which marks the NE corner of said Lot 9, and run th. S. parall to and Wly at R/A 178.89 ft. from the bdry. line of Lot 9 and 11 of said Sub. 1320.0 ft.-th. E. 178.89 ft.-th. N. 1320.0 ft.-th. W. 179.89 ft. to the pt. of beginning., being parts of Lots 9 and 11 of said Subdivision.

Beg. at an iron monument at corner common to Secs. 2, 3, 10 and 11, T 9 N, R 1 E-th. along old established fence line, the section line between Secs. 2 and 3, N. 1057.8 ft. to intersection with center line of Clear Lake Water Co. Canal. — 5.52 — 7.04

th. down along center line of canal S. 39° 30' E. 149.0 ft., S. 30° 58' E. 258.0 ft., S. 18° 08' E. 429.0 ft., S. 32° 22' E. 307.0 ft., S. 04° 30' E. 60.0 ft. to intersection with S. line of Section 2, T 9 N, R 1 E-th. N. 89° 25' W. 529.9 ft. to the pt. of beginning. 7.04 acres

EXHIBIT "A" (CONT'D)

24-040-50-1 Carl A. & Jane F. Schneider

Beg. at the NW cor. of Lot 1 of the J.D and R. G. Lawson Sub.- th. S. 0 deg. 40' E. along the W. line of Lots 1, 4, and 5 of said Sub. 1650.68 ft.- th. N. 89 deg. 30' E. 475.00 ft.- th. N. 0 deg. 40' W. 1650.68 ft. to the N. line of said Lot 1- th. S. 89 deg. 30' W. along said N. line of said Lot 1, 475.00 ft. to the pt. of beg. cont. 18.00 acres

24-040-58-1
Beg. at the NE cor. of Lot 1 of the J.D. and R. G. Lawson sub. as same appears of record in M/S book 3, Page 71, Yolo Co. Records: and running th. S. 89 deg. 30' W. 845.40 ft.- th. S. 0 deg. 40' E. 1650.68 ft.- th. N. 89 deg. 30' E. 844.44 ft. to the E. line of said Lawson Sub.- th. N. 0 deg. 38' W. along said Sub. line, 1650.68 ft. to the place of beg.; Excepting therefrom that certain portion thereof containing 1.113¢ acres, heretofore conbyed to said Carl A. Schneider by deed dated Dec. 5, 1945 and recorded in O.R. of Yolo Co. Bk 227, page 271. Contg. 30.90 acres

Together with an und. 1/4 interest in well and pumping plant and together with a 10' x 10' piece of property located within the bdys. of Par. #20-44-55 Also, togetherwith easements and rights of way of record.

24-040-02 Joseph Schneider

The N½ of the NW¼ of the NE¼ of Section 3, T9N, R1E, M.D.B.&M., containing 20 acres.

24-040-57

FORM AS TO LEGAL DESCRIPTION	LOT OR SEC.	BLK. OR TWP.	RANGE	BY THIS DEV. ACRES
FORMERLY PAR. NO. 20-44-57 PRIOR TO 19¢		24	040	57
Beginning at the SW corner of Lot 8 of the J. D. and R. G. Lawson Subdivision-th. N. 89° 48' E. along the S. line of said Lot 8, 427.10 ft.-th. N. 0° 40' W. 1021.06 ft.-th. S. 89° 30' W. 427.10 ft. to the W. line of Lot 5 of said Sub.-th. S. 0° 40' E. 1018.82 ft. along the said W. line of said Lots 5 and 8 to the pt. of beg., contg. 10.00 acres				
BEGINNING at the SE corner of Lot 8 of the J. D. and R. G. Lawson Sub. as same appears of record in M/S Book 3, Page 71, Yolo County Records; and running th. S. 89° 48' W., 891.90 ft.-th. N. 0° 40' W. 1021.06 ft.-th. N. 89°30' E. 892.34 ft. to the E. line of said Lawson Sub.-th. S. 0° 38' E. along said Sub. Line, 1025.73 ft. to the place of beg., contg. 20.949 acres of land.				30.949
TOGETHER WITH an Und. 1/4 interest in well and pumping plant together with a 10' x 10' piece of property located with the bdys. of Par. #20-44-55 Also, togetherwith easements and rights of way for ditch purposes.				
Formerly all of Parcel No. 20-44-49 and a portion of Parcel #20-44-46				

Lela B. Ebbinghausen

Parcel No. 24-040-11

The SW¼ of the NW¼ of Section 2, T9N, R1E. M.D.B&M. containing 40 acres.

Property Owners: Carl A. Schneider & Jane F. Schneider

Parcel No. 24-040-13:

Beg. at the NE cor. of Lot 1 of the J.D. and R. G. Lawson Sub. as same appears of record in M/S Book 3, Page 71, Yolo Co. Records: thence along the northerly boundary line of said lot 165 feet; thence south 300 feet to a point; thence east 165 feet to the easterly boundary line of Lot 1; thence north 300 feet to the point of beginning

Property Owner: Mrs. A. E. (Leona) Blickle
Parcel Nos. 24-040-59 & 69; 25-200-04 & 19:

24-040-59: The Northwest Quarter of Section Three (3), Township Nine (9) North, Range One (1) East, M. D. B. & M. EXCEPTING THEREFROM that portion conveyed by Alfred D. Blickle, et ux., to Alfred D. Blickle, et ux., by deed dated December 10, 1959, and recorded in Book 594 of Official Records, at page 18, described as follows: Beginning at a point on the North line and 1120.61 feet East of the Northwest corner of Section 3, T. 9 N., R. 1 E., M. D. B. & M. and running thence S. 00° 10' E., 250.00 Feet; thence East 250.00 feet; thence N. 00° 10' W., 250.00 feet to the section line; thence West, along the Section line, 250.00 feet to the point of beginning and containing 1.43 acres of land, more or less.

Lots 4, 5, 6 7, 13, and 14 of "Woodland Colonies Subdivision," according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on June 3, 1912, in Book 2 of Maps at page 56.

25-200-04 & 19: The Southwest Quarter of Section Thirty-four (34), Township Ten (10) North, Range 1 East, M. D. B. & M. EXCEPTING THEREFROM that portion of the East one-half of said Southwest one-quarter as conveyed by Alfred D. Blickle, et ux., to Donald S. Blickle, et ux., by deed dated May 11, 1959, and recorded in Book 574 of Official Records, at page 179, described as follows: Beginning at the South 1/4 corner of Section 34, Township 10 North, Range 1 East, common to the North 1/4 corner of Section 3, Township 9 North, Range 1 East, running thence along said section line due West, 435.00 feet; thence along a line parallel to 1/4 section line of Section 34, North 0° 05' East, 550.76 feet; thence along a line parallel to the South Section line of Section 34, due East 435.00 feet; thence along the 1/4 Section line of Section 34, South 0° 05' West, 550.76 feet to the point of beginning and containing 5.50 acres of land. EXCEPTING THEREFROM the Easterly 20 feet conveyed by T. B. Gibson and R. J. Gibson to A. B. Welch, by deed dated October 12, 1911, and recorded November 10, 1911, in Book 77 of Deeds, at page 622.

Mrs. A. E. (Leona) Blickle (Cont'D)

24-040-69: Lots 2, 3, 8, 9, 11, and 12 of Woodland Colonies, according to the official plat thereof filed in the office of the Recorder of Yolo County, California, on June 3, 1912, in Book 2 of Maps, at page 56. SAVING AND EXCEPTING that portion of Lots 9 and 10, conveyed by A. E. BLICKLE, et al., to W. H. MARTIN, et ux, by deed dated February 16, 1944, and recorded in Book 199 of Official Records, at page 204, described as follows: Beginning at a point on the boundary line between Lots 1 and 9 of Woodland Colonies Subdivision, according to the official plat thereof filed in the office of the Recorder of Yolo County, California, in Book 2 of Maps, at page 56, said point being 178.89 feet from an iron pipe which marks the Northeast corner of said Lot 9, and running thence South parallel to and Westerly at right angles 178.89 feet from the East boundary line of Lots 9 and 11 of said Subdivision, 1320 feet, to the South boundary line of said Lot 11; thence East 178.89 feet to the Southeast corner of said Lot 11; thence North 1320 feet along the East boundary line of said Lots 11 and 9, to the said iron pipe; thence West 178.89 feet along the boundary line between Lots 1 and 9, to the point of beginning. ALSO EXCEPTING THEREFROM that portion conveyed by A. E. BLICKLE, et ux, to Robert M. Timothy, et ux., by deed dated April 5, 1965, and recorded in Book 793 of Official Records, at page 672, described as follows: BEGINNING at an iron monument marking the center of Section 3, T. 9 N., R. 1 E., M. D. B. & M.; thence N. 89° 53' 15" E. along the North line of the Southeast quarter of said Section 3, 247.61 feet; thence S. 00° 13' 20" E. parallel with the West line of said Southeast quarter 879.72 feet; thence S. 89° 54' 59" W. 247.61 feet to said West line of said Southeast quarter; thence N. 0° 13' 20" W. along said West line 879.60 feet to the point of beginning, containing 5.00 acres of land.

A portion of Lot 1 of Woodland Colonies, according to the official plat thereof filed in the office of the Recorder of Yolo County, California, on June 3, 1912, in Book 2 of Maps, at page 56, described as follows: Beginning at a point on the boundary line between Lots 1 and 9 of Woodland Colonies, according to the official plat thereof, filed in Book 2 of Maps at page 56, said point being 178.89 feet West from an iron pipe which marks the Northeast corner of said Lot 9, and running thence North parallel to and Easterly 155.61 feet at right angles from the boundary line common to Lots 1 and 2 of said Subdivision 1010 feet; thence East 75 feet, more or less, to the center line of the ditch right of way of the Clear Lake Water Company; thence up and along the said center line in a Northeasterly direction following the meanders thereof, 330 feet, more or less, to where the said center line intersects the North boundary line of said Lot 1; thence West 108.5 feet, more or less, along the said North boundary line to the Northwest corner of Lot 1; thence South 1320 feet along the West boundary line of Lot 1 to the Southerly corner common to Lots 1 and 2 of said Subdivision; thence East 155.61 feet to the point of beginning. SAVING AND EXCEPTING therefrom so much of the herein above described property that lies within the boundaries of the Yolo County Consolidated Water Company's ditch.

Noah O. & Louise J. Farnham - Parcel No. 25-210-05

Description: The Southerly 30.06 acres of the SW¼ of the SW¼ of Section 35, T10N, R1E. M.D.B.&M.

Fred A. & Evelyn Zielesch - Parcel Nos. 25-200-10 & 15

Description: The S½ of the NE¼ of the SE¼ of Section 34, T10N, R1E, M.D.B.&M., containing 20 acres.

Clarence D. Vaughn, Minna B. Vaughn, Clarence D. Vaughn, as Trustee.

Parcel Nos. 25-210-02, 03, & 04:

25-210-02-1

W 1/2 of SE 1/4 (except W 10 acres) Sec. 35 T 10 N, R 1 E
70 Acres

25-210-03-1

Beginning at the south one-quarter corner of Section 35, T 10 N, R 1 E, M.D.B.& M.; thence along the south line of Section 35, N 89° 46' 33" W. 650.00 feet; thence leaving said section line N 00° 04' 03" E. 670.15 feet parallel to the one-quarter section line north and south through the center of Section 35; thence parallel to the south line of Section 35, S 89° 46' 33" E. 650.00 feet to the north and south one-quarter section line through Section 35; thence along said one-quarter section line S. 00° 04' 03" W. 670.15 feet to the point of beginning, containing 10.00 acres of land.

25-210-04-1 (Clarence D. Vaughn, as Trustee)

E 1/2 of SW 1/4 Sec 35 T 10 N, R 1 E 80 acres.

Carlos & Mary Ann Pereyra - Parcel No. 25-210-06

Description: The Northerly 10 acres of the SW¼ of the SW¼ of Section 35, and the Southerly 10 acres of the NW¼ of the SW¼ of Section 35, T10N, R1E, M.D.B.&M.

EXHIBIT "A" (CONT'D)

Antonio S. Machado - Parcel No. 25-210-28 & 29

Description: The Northerly 30 acres of the NW¼ of the SW¼ of Section 35, T10N, R1E, M.D.B.&M.

Molly Gray, Cene Gray, & Valentina L. Gray

Parcel Nos. 24-040-06 &07

The E½ of the NE¼ of Section 3, T9N, R1E, M.D.B.&M., containing 80 acres.

William P. Wilson

Parcel No. 24-040-16

The E½ of the SW¼ of Section 2, T9N, R1E, M.D.B.&M., containing 79 acres.

Alice & Martin Ehrke Parcel No. 24-040-56

FORM AH 1115

LEGAL DESCRIPTION FORMERLY PAR NO. 20-44-56 PRIOR TO 196-

BEGINNING at the SE corner of the property described in Book 18 of Official Records at page 250, said pt. of beg. being situate S. 1650 ft. from the 1/2" iron bar which marks the cor. common to Secs. 35 and 36, T 10 N, R 1 E and Secs. 1 and 2, T 9 N, R 1 E-th. N. 89° 31' 15" W. 1320.33 ft.-th. N. 0° 03' 45" E. 594.00 ft.-th. S. 89° 31',15" E. 1319.74 ft. to the line common to Secs. 1 and 2, T 9 N, R 1 E-th. along said line common to said Secs. 1 and 2, T 9 N, R 1 E, 594.00 ft. to the py. of beginning, contg. 18.0 A. BEGINNING at the NE corner of Sec. 2, T 9 N, R 1 E, M. D. B. and M. and running th. N. 89° 31' 15" W. along the section line 1318.60 ft.-th. S. 0° 03' 45" W. 1056.68 ft.-th. S. 89° 31' 15" E. 1319.74 ft. to the section line-th. N. along the section line, 1056.68 ft. to the place of beginning, contg. 32.00 A. TOGETHER WITH an undivided 1/4 interest in well and pumping plant, together with a 20' x 10' piece of property located within the bdys. of Par. 20-44-55.

Formerly all of Parcel No. 20-44-43 and a portion of 20-44-46

William F. & Amelia Fricke - Parcel No. 25-210-12

The East 3/4 of the West one-half of the Northeast one-quarter of the Northwest one-quarter of Section 35, Township 10 North, Range 1 East, M.D.B. & M., and the Northwest one-quarter of the Southeast one-quarter of the Northwest one-quarter of Section 35, Township 10 North, Range 1 East, M.D.B. & M. ,

EXHIBIT "A" (CONT'D)

Property Owner: Alice E. Fricke

Parcel No. 24-040-53:

Lots 2 and 3, of J. D. and R. G. Lawson's Subdivision of the Northwest Quarter of Section 2, Township 9 North, Range 1 East as shown on the official map thereof, filed for record in the office of the Yolo County Recorder;

RESERVING AND EXCEPTING THEREFROM a right of way not exceeding 25 feet wide on the West side of said Lot 3 and North and West sides of Lot 2, for a Ditch for irrigating purposes with right to use said ditch now constructed or any ditches hereafter to be constructed on a right of way not exceeding 25 feet in width on the Northeast Quarter of Section 3, Township 9 North, Range 1 East and connecting the main ditch on said Northeast Quarter of Section 3 and all ditches now or hereafter to be constructed on said Subdivision, by conveying water through the same for irrigating and domestic purposes, also the right to use any ditches constructed on the said Subdivision, on the rights of way, reserved by deed executed by T. B. Gibson and R. J. Gibson dated December 2, 1908 and recorded in Book 72 of Deeds, at page 286; AND ALSO EXCEPTING THEREFROM those portions of the above described real property conveyed by a deed to Lauderdale recorded April 18, 1957 in the office of the Recorder of Yolo County in Volume 511 of Official Records at page 337 thereof, and deed to William F. Fricke and Amelia J. Fricke recorded July 28, 1958 in the office of the County Recorder of Yolo County in Volume 547 of Official Records at page 311 thereof, and by deed to William F. Fricke and Amelia J. Fricke recorded in the office of the Recorder of Yolo County Sept. 16, 1958 in Volume 551 of Official Records at page 123 thereof; and

Property Owner: Alice E. Fricke

Parcel No. 25-210-36:

South half (½) of the Southeast quarter (¼) of the Northwest quarter (¼) and the Northeast quarter (¼) of the Southeast quarter (¼) of Northwest quarter (¼) of Section Thirty-five (35), 10 North Range One (1) East Mount Diablo Base and Meridian.

FILED
JAN - 9 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. ~~XXX~~ 70- 6
Enlarging
(Resolution/~~Establishing~~ an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (~~establish~~ enlarge) Agricultural Preserve No. 3 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (~~establishment~~ enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 3 is hereby declared (~~established~~) (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 5th day of January, 19 70, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.
NOES: None.
ABSENT: Bell.

Wm. E. DUNCAN

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. KENNIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

EXHIBIT "A"

Thomas D. Tolson and Bruce C. Tolson

Assessor's Parcel Nos. 19-531-06, 33 & 34, 19-531-16

That tract of land beginning at the SE corner of the NW¼ of Section 17, T11N, R2E, M.D.B.& M. and running thence N. 88° 56' 30"W., along the South line of said NW¼, 2661.4 feet; thence N. 1° 11' 30"E., 1341.5 feet; thence N. 89° 25' 00"W., 1331.4 feet; thence N. 1° 08' 00"E. 2870.4 feet; thence S. 53° 00'E., 4924.9 feet; thence S. 1° 06' 00"E. 1310 feet to the point of beginning; and the West½ of the SW¼ of said Section 17; and the E½ of the SE¼ and the SE¼ of the NE¼ of Section 18, T11N., R2E., M.D.B. &M.

The North½ of the NW¼ of Section 19, T11N, R2E, M.D.B.& M.

Carlton T. Nickell and Gene L. Nickell

Assessor's Parcel No. 19-531-20:

Lot 3 of the Nickell Ranch Subdivision of the NE¼ of Section 19, T11N, R2E, M.D.B. & M., as shown on a map thereof filed for record in Maps and Surveys Book 4, page 63, Yolo County Records.

Frank Dettling, Steve Dettling and Ed Dettling

Assessor's Parcel Nos. 19-531-11 and 19-531-29:

The E½ of the SW¼ of Section 17, and the NW¼ of Section 20, T11N, R2E, M.D.B.&M., excepting therefrom the westerly 250 feet of the north 450 feet of Section 20, T11N, R2E, M.D.B.&M.

EXHIBIT "A" (CONT'D)

E. L. Wallace

Assessor's Parcel No. 19-370-08:

The W½ and the S½ of the NE¼ of Section 13, T11N, R1E, M.D.B.&M.

Harold Harley Wohlfrom and Velda L. Eisbrener

Assessor's Parcel No. 19-370-10:

The SE¼ of Section 13, T11N, R1E, M.D.B.&M.

Carl E. & Hilda M. Rodegerdts

Assessor's Parcel No. 19-382-01:

The North one-half (1/2) of Section 27, Township 11 North, Range 1 East, M. D. B. & M., EXCEPTING THEREFROM the following described portion of Section 27: Commencing at the Northwest corner of the Bradford lands survey recorded in the Book of Maps and Surveys of Yolo County, in Section 27, Township 11 North, Range 1 East, running North up to the center of the County road to the intersection of the State Highway property about 1,675 feet; thence Southeasterly along the West side of the State Highway, to the Northern boundary of the Bradford lands; thence Westerly to the point of beginning, containing 277 acres, more or less.

EXHIBIT "A" (CONT'D)

Melvin J. March, Frederick G. March, Marna C. Tallman, Stephen J. March, & Clara L. March.

Assessor's Parcel Nos. 19-370-13, 19-370-15; 19-370-16, 19-382-09, & 19-382-16 & 19-370-14:

Northeast Quarter of Section 23, Township 11 North, Range 1 East

North 1/2 of Southeast Quarter (1/4) of Section 23, Township 11 North, Range 1 East

South 1/2 of Southeast Quarter (1/4) of Section 23, Township 11 North, Range 1 East

North 1/2 of Southwest Quarter (1/4) of Section 23, Township 11 North, Range 1 East

South 1/2 of Southwest Quarter (1/4) of Section 23, Township 11 North, Range 1 East

East 1/2 of Northeast 1/4 of Section 26, Township 11 North, Range 1 East

South 1/2 of Northwest 1/4 of Section 25, Township 11 North Range 1 East

Frederick F. Wild

Assessor's Parcel No. 19-370-02:

The East 100 acres of the NW¼ of Section 15, T11N, R1E, M.D.B.&M.

Lillie C. Hermle

Assessor's Parcel Nos. 19-342-13 and 19-370-01 :

The West 60 acres of Section 15, and the SE¼ of Section 16, T11N, R1E, M.D.B.&M.

E. L. Eaton

Assessor's Parcel No. 19-370-03:

The N½ of the NE¼ of Section 15, and that portion of the N½ of the NW¼ of Section 14 lying westerly of County Road 96, T11N, R1E, M.D.B.&M.

Jack D. Mast

Assessor's Parcel No. 19-370-05:

The SE¼ and the S½ of the NE¼ of Section 15, and that portion of the S½ of the NW¼ of Section 14 lying westerly of County Road 96, T11N, R1E, .M.D.B.&M.

Irma Sue Schlieman, Executor of the Estate of Frieda Schlieman

Assessor's Parcel No. 19-370-06:

The SW¼ of Section 14, T11N, R1E, M.D.B.&M.

George J. and Alma B. Sharpnack

Assessor's Parcel No. 19-370-19:

The SE¼ of Section 24, T11N, R1E, M.D.B.&M.

Ferdinand Schlieman

Assessor's Parcel No. 19-370-20:

The N½ of the NW¼ of Section 23, T11N, R1E, M.D.BM&M.

John De Bo Jr.

Assessor's Parcel No. 19-370-21:

The S½ of the NW¼ of Section 23, T11N, R1E, M.D.B.&M.

Wesley P. Reiff

Assessor's Parcel Nos. 19-370-17, 19-370-18 & 19-382-21, 19-382-08:

The S½ of Section 24, and the E½ of the SE¼ of Section 25, T11N, R1E, M.D.B.&M., and the W½ of the NE¼ of Section 26, T11N, R1E, M.D.B.&M.

Venus V. and Earle K. Hatcher

Assessor's Parcel 19-382-52:

Tract beg. at a pt. S. 89° 47' E. 1060.16 ft. from 1/4 Section corner on S. of said Sec. 25, T 11 N, R 1 E, and run th. N. 2650.53 ft.-th. S. 89° 50' E. 1587.65 ft., th. S. 0° 08' E. 2652.0 ft.-th. N. 89° 47' W. 1593.84 ft. to the pt. of beg., EXCEPTING 5.00 Acre, M/L, conveyed to Kelsey W. Hatcher, et ux, by deed recorded 757 O.R., Page 259.
being more particularly described as follows:

BEGINNING at a 1¼ inch X 24 inch iron pipe, which is on the South boundary line of Section 25 of Township 11 North, Range 1 East, M.D.B.&M., and South 89° 47' East, 1060.16 feet from an old stone monument which marks the one-quarter section corner on the South of said Section 25, and running thence North parallel to the West boundary line of the Southeast quarter of said Section 25, a distance of 544.50 feet; thence East parallel to the South boundary line of the Southeast quarter of said Section 25, a distance of 400.00 feet; thence South parallel to the West boundary line of the Southeast quarter of said Section 25 a distance of 544.50 feet to the South line of the Southeast quarter of said Section 25; thence West along the South line of the Southeast quarter of said Section 25, a distance of 400.00 feet to the point of beginning, being a part of the Southeast quarter of Section 25, Township 11 North, Range 1 East, M.D.B.&M.

W. Ashley and Barbara Payne

Assessor's Parcel Nos. 19-531-03, 19-531-08 and 19-531-09:

The SW¼ of the NW¼ and the SW¼ and the W½ of the SE¼ of Section 18 T11N,R2E, M.D.B.&M.

Vernon F. Walker, Hazel Walker Gallagher, Wilma Walker Schlosser, and Ileene Walker Kaponat

Assessor's Parcel Nos. 19-260-03

The SW¼ of Section 3, and the NW¼ of Section 10, T11N, R1E, M.D.B.&M.

Roy R. Houx and Ethel M. Houx

Assessor's Parcel 19-260-31:

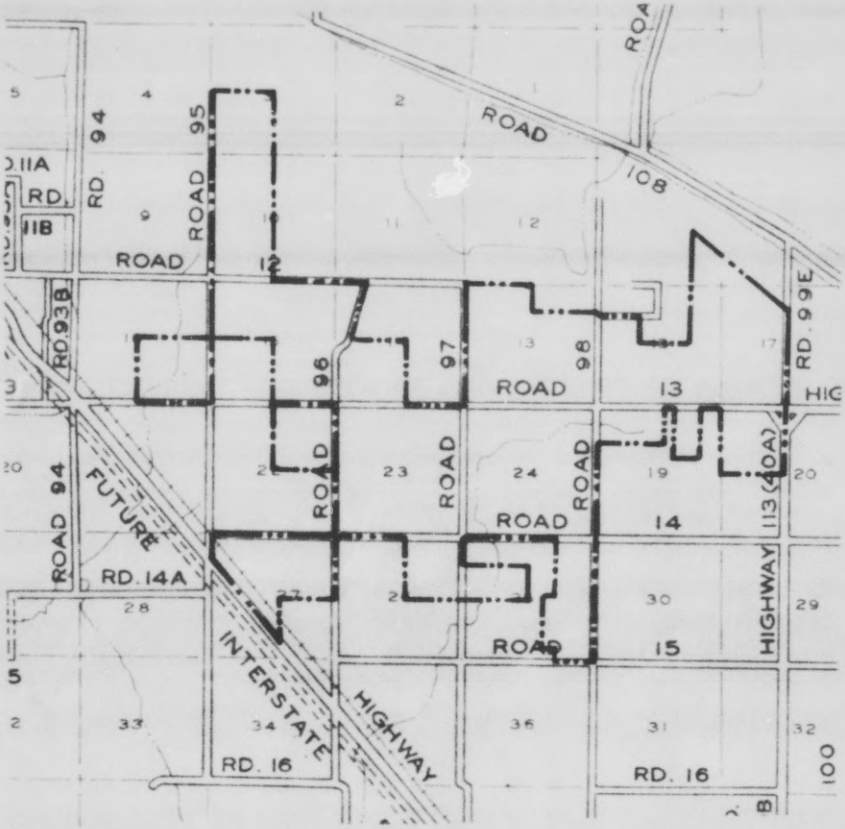
The S½ of the SW¼ of Section 10, T11N, R1E, M.D.B.&M.

Fred Heidrick, and Joe Heidrick

Assessor's Parcel No. 19-260-32:

The N½ of the SW¼ of Section 10, T11N, R1E, M.D.B.&M.

"EXHIBIT B"



SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 3

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS AMENDED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 70-4
ADOPTED ON
1/5/1970
DATE

CLERK OF THE BOARD

FILED

JAN - 7 1970

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 70-7

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore enlarged Agricultural Preserve No. 3 pursuant to said Act by Resolution No. 70-6; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated January 5th, 1970, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated city in this county at the time the agreements covering said parcels

were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 5th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

Wm. E. DUNCAN

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY BARBARA A. ROGERS DEPUTY

(SEAL)

EXHIBIT "A"

Thomas D. Tolson and Bruce C. Tolson

Assessor's Parcel Nos. 19-531-06, 33 & 34, 19-531-16

That tract of land beginning at the SE corner of the NW¼ of Section 17, T11N, R2E, M.D.B.& M. and running thence N. 88° 56' 30"W., along the South line of said NW¼, 2661.4 feet; thence N. 1° 11' 30"E., 1341.5 feet; thence N. 89° 25' 00"W., 1331.4 feet; thence N. 1° 08' 00"E. 2870.4 feet; thence S. 53° 00'E., 4924.9 feet; thence S. 1° 06' 00"E. 1310 feet to the point of beginning; and the West½ of the SW¼ of said Section 17; and the E½ of the SE¼ and the SE¼ of the NE¼ of Section 18, T11N., R2E., M.D.B. &M.

The North½ of the NW¼ of Section 19, T11N, R2E, M.D.B.& M.

Carlton T. Nickell and Gene L. Nickell

Assessor's Parcel No. 19-531-20:

Lot 3 of the Nickell Ranch Subdivision of the NE¼ of Section 19, T11N, R2E, M.D.B. & M., as shown on a map thereof filed for record in Maps and Surveys Book 4, page 63, Yolo County Records.

Frank Dettling, Steve Dettling and Ed Dettling

Assessor's Parcel Nos. 19-531-11 and 19-531-29:

The E½ of the SW¼ of Section 17, and the NW¼ of Section 20, T11N, R2E, M.D.B.&M., excepting therefrom the westerly 250 feet of the north 450 feet of Section 20, T11N, R2E, M.D.B.&M.

E. L. Wallace

Assessor's Parcel No. 19-370-08:

The W½ and the S½ of the NE¼ of Section 13, T11N, R1E, M.D.B.&M.

Harold Harley Wohlfrom and Velda L. Eisbrener

Assessor's Parcel No. 19-370-10:

The SE¼ of Section 13, T11N, R1E, M.D.B.&M.

Carl E. & Hilda M. Rodegerdts

Assessor's Parcel No. 19-382-01:

The North one-half (1/2) of Section 27, Township 11 North, Range 1 East, M. D. B. & M., EXCEPTING THEREFROM the following described portion of Section 27: Commencing at the Northwest corner of the Bradford lands survey recorded in the Book of Maps and Surveys of Yolo County, in Section 27, Township 11 North, Range 1 East, running North up to the center of the County road to the intersection of the State Highway property about 1,675 feet; thence Southeasterly along the West side of the State Highway, to the Northern boundary of the Bradford lands; thence Westerly to the point of beginning, containing 277 acres, more or less.

EXHIBIT "A" (CONT'D)

Melvin J. March, Frederick G. March, Marna C. Tallman, Stephen J. March, & Clara L. March.

Assessor's Parcel Nos. 19-370-13, 19-370-15; 19-370-16, 19-382-09, & 19-382-16 & 19-370-14:

Northeast Quarter of Section 23, Township 11 North, Range 1 East

North 1/2 of Southeast Quarter (1/4) of Section 23, Township 11 North, Range 1 East

South 1/2 of Southeast Quarter (1/4) of Section 23, Township 11 North, Range 1 East

North 1/2 of Southwest Quarter (1/4) of Section 23, Township 11 North, Range 1 East

South 1/2 of Southwest Quarter (1/4) of Section 23, Township 11 North, Range 1 East

East 1/2 of Northeast 1/4 of Section 26, Township 11 North, Range 1 East

South 1/2 of Northwest 1/4 of Section 25, Township 11 North Range 1 East

Frederick F. Wild

Assessor's Parcel No. 19-370-02:

The East 100 acres of the NW¼ of Section 15, T11N, R1E, M.D.B.&M.

Lillie C. Hermle

Assessor's Parcel Nos. 19-342-13 and 19-370-01 :

The West 60 acres of Section 15, and the SE¼ of Section 16, T11N, R1E, M.D.B.&M.

E. L. Eaton

Assessor's Parcel No. 19-370-03:

The N½ of the NE¼ of Section 15, and that portion of the N½ of the NW¼ of Section 14 lying westerly of County Road 96, T11N, R1E, M.D.B.&M.

Jack D. Mast

Assessor's Parcel No. 19-370-05:

The SE¼ and the S½ of the NE¼ of Section 15, and that portion of the S½ of the NW¼ of Section 14 lying westerly of County Road 96, T11N, R1E, M.D.B.&M.

Irma Sue Schlieman, Executor of the Estate of Frieda Schlieman

Assessor's Parcel No. 19-370-06:

The SW¼ of Section 14, T11N, R1E, M.D.B.&M.

George J. and Alma B. Sharpnack

Assessor's Parcel No. 19-370-19:

The SE¼ of Section 24, T11N, R1E, M.D.B.&M.

Ferdinand Schlieman

Assessor's Parcel No. 19-370-20:

The N½ of the NW¼ of Section 23, T11N, R1E, M.D.BM&M.

John De Bo Jr.

Assessor's Parcel No. 19-370-21:

The S½ of the NW¼ of Section 23, T11N, R1E, M.D.B.&M.

Wesley P. Reiff

Assessor's Parcel Nos. 19-370-17, 19-370-18 & 19-382-21, 19-382-08:

The S½ of Section 24, and the E½ of the SE¼ of Section 25, T11N, R1E, M.D.B.&M., and the W½ of the NE¼ of Section 26, T11N, R1E, M.D.B.&M.

Venus V. and Earle K. Hatcher

Assessor's Parcel 19-382-52:

Tract beg. at a pt. S. 89° 47' E. 1060.16 ft. from 1/4 Section corner on S. of said Sec. 25, T 11 N, R 1 E, and run th. N. 2650.53 ft.-th. S. 89° 50' E. 1587.65 ft.,th. S. 0° 08' E. 2652.0 ft.-th. N. 89° 47' W. 1593.54 ft. to the pt. of beg., EXCEPTING 5.00 Acre, M/L, conveyed to Kelsey W. Hatcher, et ux, by deed recorded 757 O.R., Page 259. being more particularly described as follows:

BEGINNING at a 1¼ inch X 24 inch iron pipe, which is on the South boundary line of Section 25 of Township 11 North, Range 1 East, M.D.B.&M., and South 89° 47' East, 1060.16 feet from an old stone monument which marks the one-quarter section corner on the South of said Section 25, and running thence North parallel to the West boundary line of the Southeast quarter of said Section 25, a distance of 544.50 feet; thence East parallel to the South boundary line of the Southeast quarter of said Section 25, a distance of 400.00 feet; thence South parallel to the West boundary line of the Southeast quarter of said Section 25 a distance of 544.50 feet to the South line of the Southeast quarter of said Section 25; thence West along the South line of the Southeast quarter of said Section 25, a distance of 400.00 feet to the point of beginning, being a part of the Southeast quarter of Section 25, Township 11 North, Range 1 East, M.D.B.&M.

W. Ashley and Barbara Payne

Assessor's Parcel Nos. 19-531-03, 19-531-08 and 19-531-09:

The SW¼ of the NW¼ and the SW¼ and the W½ of the SE¼ of Section 18 T11N,R2E, M.D.B.&M.

Vernon F. Walker, Hazel Walker Gallagher, Wilma Walker Schlosser, and Ileene Walker Kaponat

Assessor's Parcel Nos. 19-260-03

The SW¼ of Section 3, and the NW¼ of Section 10, T11N, R1E, M.D.B.&M.

Roy R. Houx and Ethel M. Houx

Assessor's Parcel 19-260-31:

The S½ of the SW¼ of Section 10, T11N, R1E, M.D.B.&M.

Fred Heidrick, and Joe Heidrick

Assessor's Parcel No. 19-260-32:

The N½ of the SW¼ of Section 10, T11N, R1E, M.D.B.&M.

FILED
JAN - 8 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 70-8

(Resolution Adopting an Official Plan Line for the future widening of Clarksburg Road between State Highway 84 (Jefferson Boulevard) and Willow Avenue in the vicinity of Clarksburg)

WHEREAS, the Yolo County Planning Commission after due notice on October 21st, 1969, at 10:45 A. M., held a public hearing as required by law concerning an Official Plan Line for the future widening of Clarksburg Road between State Highway 84 (Jefferson Boulevard) and Willow Avenue in the vicinity of Clarksburg; and

WHEREAS, said Yolo County Planning Commission adopted a resolution recommending to this Board that the said Official Plan Line be adopted in accordance with the map filed by said Commission with the Clerk of this Board and entitled Exhibit "A", which map is annexed hereto and by reference made a part hereof; and

WHEREAS, the resolution setting forth the recommendation of the Yolo County Planning Commission was submitted to this Board and was accompanied by a statement of the Planning Commission's reasons for such recommendation; and

WHEREAS, this Board held a public hearing after due notice on adopting such Official Plan Line; and

WHEREAS, this Board has determined that the aforesaid recommendation of the Yolo County Planning Commission is for the best interests of the residents of the County of Yolo,

NOW, THEREFORE, BE IT RESOLVED AND FOUND that the Official Plan Line of Clarksburg Road between State Highway 84 (Jefferson Boulevard) and Willow Avenue in the vicinity of Clarksburg be adopted and designated a specific plan as set forth in said Exhibit "A", and that each of the foregoing recitals is true and correct.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 5th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

Wm. E. DUNCAN

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY BARBARA A RODGERS DEPUTY

(SEAL)

"EXHIBIT-A"

(Exhibit-A is with the Original)
(Resolution, and if you re-)
(quire a copy, please see the)
(Department of Public Works.)

FILED

JAN 29 1970

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers
Deputy

RESOLUTION NO. 70- 9

RESOLUTION SUPPORTING THE RECLAMATION BOARD OF THE STATE OF CALIFORNIA AND OPPOSING ANY PROPOSAL TO TRANSFER ITS STAFF AND FUNCTIONS TO THE DEPARTMENT OF WATER RESOURCES

WHEREAS, Item 276.5 of Chapter 355, Statutes of 1969, appropriated funds for the Central Valley Flood Control Program to the Secretary of the Resources Agency and directed him to allocate the funds appropriated by this item to the Reclamation Board and the Department of Water Resources to achieve as nearly as is legally possible an integrated, statewide flood control program administered and executed by the Department of Water Resources; and

WHEREAS, on October 22, 1969, the Secretary of the Resources Agency issued a directive effective October 31, 1969, which transferred all work and personnel of the Reclamation Board, with some exceptions, to the Department of Water Resources and which also allocated the funds remaining on October 31, 1969, in Item 276.5 of Chapter 355 of the Statutes of 1969 to the Department of Water Resources; and

WHEREAS, the State Legislature has not changed or diminished the statutory powers and responsibilities of the Reclamation Board; and

WHEREAS, the Reclamation Board cannot effectively and expeditiously carry out the powers and responsibilities conferred on it by the Legislature while practically all of its staff and funds have been transferred to the Department of Resources; and

WHEREAS, since its creation in 1911, the Reclamation Board has efficiently fulfilled a continuing need in developing, supporting, coordinating, and administering a complex and very effective flood control program in the Sacramento-San Joaquin Valley basin; and

WHEREAS, flood control on the Sacramento and San Joaquin

Rivers and their tributaries should not be subordinated to the development of water supply projects which are the prime concern of the Department of Water Resources. The present and growing demands of the State for water supplies and the projects built and being planned to meet these demands can be adverse to valley-wide flood control unless a State Board concerned with flood control is continued; and

WHEREAS, the weakening or abolition of the Reclamation Board and the transfer of its functions and responsibilities to the Department of Water Resources would result in the further centralization of government too far removed from the people who are to be served; and

NOW, THEREFORE, BE IT RESOLVED that the Yolo County Board of Supervisors is opposed to any attempt to eliminate the State Reclamation Board and the transfer of any portion of the functions of the Reclamation Board to the State Department of Water Resources, or any other action which will reduce the Board's effectiveness in furthering the flood control needs of the Sacramento and San Joaquin Valleys; and

BE IT FURTHER RESOLVED that the Reclamation Board of the State of California should be continued in existence and should be reconstructed to have all its previous powers, duties, purposes, and jurisdiction and that it be given adequate funds and personnel under its direct control to carry out its powers, duties, and jurisdiction; and

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to the Governor of the State of California; the Lieutenant-Governor of the State of California; the Director of the Department of Water Resources; the Reclamation Board of the State of California; the Members of the California Legislature, representing Yolo County; and the County Supervisors Association of California.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 12th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

W. E. Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HANIGAN, COUNTY CLERK
Ex-Officio Clerk of the Board of Supervisors

BY Barbara A. Rodgers Deputy

(SEAL)

FILED

JAN 20 1970

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS Deputy

RESOLUTION NO. 70- 10

(Resolution Authorizing Exception to Building Regulations and Ordinances)

WHEREAS, the provisions of Health & Safety Code § 34513, a portion of the Housing Cooperation Law, authorize a county to make exceptions to building regulations and ordinances for the purpose of aiding and cooperating in the planning, undertaking and construction or operation of housing projects undertaken by a housing authority; and

WHEREAS, the Yolo County Housing Authority has made a request of this Board of Supervisors for such an exception in connection with Flashpeak housing proposed for construction at its Madison facility; and

WHEREAS, it appears in the judgment of this Board to be in the best interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo that the Yolo County Housing Authority is hereby granted an exception to the building regulations and ordinances of the County of Yolo for the construction of Flashpeak housing at its Madison facility in accordance with the plans and specifications on file with the Clerk of this Board.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 19th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

Wm. E. DUNCAN

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

FILED

JAN 30 1970

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers

RESOLUTION NO. 70-11

WHEREAS, Section 21372 of the Vehicle Code of the State of California requires that local authorities, with respect to highways under their respective jurisdictions, shall establish and promulgate warrants to be used as guidelines for the placement of traffic control devices near schools for the purpose of protecting students going to and from school; and

WHEREAS, in the opinion of this Board the problem of school pedestrian safety is jointly the concern of parents, school organizations, law enforcement agencies, and local government, as well as the concern of drivers and pedestrians; and

WHEREAS, Section 21373 of the Vehicle Code of the State of California provides that city, county or state may require that school districts pay an amount not to exceed 50 percent of the cost of an engineering and traffic survey when said survey is requested by school district.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED that the following policies attached hereto and marked Exhibits 1 through 5

1. Signs and Markings
2. Flashing Yellow School Signal
3. School Area Traffic Signal Controls
4. Adult Crossing Guards
5. School Area Parking and Loading Controls

are hereby adopted as official policies relating to school pedestrian safety in the County of Yolo, State of California.

BE IT HEREBY FURTHER RESOLVED AND ORDERED that school districts pay an amount of 50 percent of the cost of an engineering and traffic survey when said survey is requested by the school district.

PASSED, APPROVED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the 19th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

W. E. Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

By Pete E. Lucas Deputy
(Seal)

APPROVED AS TO FORM:

County Counsel

EXHIBIT 1

SIGNS AND MARKINGS

POLICY

1. SIGNS - GENERAL

All traffic signs used at schools, school crossing, or crossings used by school children shall be of permanent type and in conformance with the design specifications of the Department of Public Works, State of California, as published in the State of California Division of Highways' Planning Manual, Part 8 - Traffic. Non uniform signs are prohibited and shall not be installed. Portable signs are not permitted within the roadway at any time.

Whenever a divided highway has a center median of sufficient width, signs should be located in the median as well as on the right.

2. STANDARD SIGNS

a. School Sign - W33 (To establish a legal school zone)

(1) Policy

Use sign in advance of all schools where the school or the school grounds are contiguous to the highway, except where pedestrians are excluded from the highway.

(2) Location

Erect in advance of the school property, boundary, crosswalk, or nearest point of access to the school ground.

b. School Xing Sign - W66

(1) Policy

May be installed at crosswalks which are used predominantly by school children going to and from school.

c. LEGENDS

(1) "SLOW SCHOOL XING" Legend

The pavement marking legend "SLOW SCHOOL XING" is required in advance of all school crosswalks, except in advance of a stop sign, yield sign, or traffic signal. The legend shall be in each approach lane or lanes, and the word "XING" shall be at least 100 feet from the crosswalk.

(2) "SCHOOL" Legend

Yellow school legend may be used to augment the standard school sign.

(2) Location

Erect in advance of the crosswalk.

3. PAVEMENT MARKINGS - GENERAL

Pavement markings consist of crosswalks, limit lines and legends.

a. Crosswalks

Crosswalks shall be established only where necessary to safely channelize pedestrians and shall consist of two parallel 12-inch wide stripes completely across the roadway. Normally, these stripes should be a minimum of ten feet apart.

Crosswalks should be marked at all intersections on established safe routes to school where there is material conflict between vehicles and crossing by kindergarten and elementary students; or where students are permitted at mid-block locations; or where they could not otherwise recognize the proper place to cross.

(1) Crosswalks Near Schools

The color of school crosswalks shall be yellow when contiguous to school grounds and may be yellow if within 1400 feet of the school grounds, as provided by the California Vehicle Code.

(2) Other Crosswalks

The color of other marked pedestrian crosswalks shall be white. Pedestrian crosswalks can be established near schools for student training purposes.

(3) School Crosswalks with Safety Patrols

The standard school pavement markings shall be established at every location where an official school patrol is in operation and shall include a limit line in advance of the school crosswalk.

b. Limit Lines

Limit lines shall be painted white and shall be not less than 12 inches wide. Certain jurisdictions may elect to use the same color as the crosswalk.

EXHIBIT 2

FLASHING YELLOW SCHOOL SIGNAL

POLICY

FLASHING SIGNALS

1. GENERAL

The use of yellow flashing signals will be limited to functions of advance warning and will not be used to control traffic at school crossings. They may be installed only at locations where school signing and marking is warranted.

The governing board of any school district shall initiate the request for a flashing signal installation in accordance with Section 21367 of the California Vehicle Code.

2. WARRANTS

The installation of a flashing yellow signal may be warranted as an advance warning device for a school crossing under the following conditions:

a. That the school crossing is located on the suggested safest route and there are at least 40 school-age pedestrians during each of any two hours at an uncontrolled intersection or mid-block location at least 600 feet from the nearest controlled crossing. (The definition of a controlled crossing is one at which stop signs, traffic signals or adult guards are functioning.)

b. The vehicular volume at the crossing exceeds 200 vehicles per hour for urban conditions or 140 vehicles per hour in rural area during the times children are going to and from school for any purpose. A flashing yellow signal shall operate only when a school crossing problem exists (going to and from school or during special events), and such signal shall be controlled by a time clock or actuated by a push-button or key. In

addition, at least one of the following will always be required:

(1) The critical approach speed of traffic exceeds 35 miles per hour.

(2) Approach visibility of the crossing is permanently restricted to less than the required safe stopping sight distance for the prevailing speed of traffic.

Critical Approach Speed	Required Safe Stopping Sight Distance
30 mph	200 ft.
40 mph	275 ft.
50 mph	350 ft.

EXHIBIT 3

SCHOOL AREA TRAFFIC SIGNAL CONTROLS

POLICY

TRAFFIC SIGNAL CONTROL - GENERAL

When correctly designed and operated the traffic signal is an effective device for alternately assigning the right of way at an intersection. It can accomplish its purpose of promoting the safe and orderly movement of traffic, both vehicular and pedestrian. Contrary to common belief, however, signal control does not automatically reduce delay and increase safety. Their indiscriminate application cannot be recommended since unjustified, ill-advised signal controls lead to intentional violation, increased hazard, unnecessary delay and diversion to less desirable alternate routes.

WARRANTS FOR SCHOOL AREA SIGNALS:

When it becomes necessary to extend or create adequate gaps in the flow of traffic to permit pedestrian crossing opportunities and no other controlled crossing is available within 600 feet, signals shall be installed when the following warrants are met:

(a) Urban Conditions

500 vehicles and 100 school-age pedestrians for each of any two hours daily while children are crossing to or from school; or

500 vehicles per hour for each of any two hours while children are crossing to or from school, and a minimum total of 500 school-age pedestrians during the entire day.

(b) Rural Conditions (70% of Urban Warrants)

350 vehicles and 70 school-age pedestrians per hour during each of any two hours daily while children are going to and from school; or

350 vehicles per hour for each of any two hours while children are crossing to or from school and a minimum total of 350 school-age pedestrians during the entire day.

When critical approach speed exceeds 40 mph or approach visibility is less than the required safe stopping sight distance for prevailing critical speed, rural warrants should be applied.

Additional factors that must be considered when traffic signals are installed at school crossings:

1. At no time shall the traffic signal be dark.
2. Pedestrian "walk - don't walk" signals shall be exhibited on all crosswalks at traffic signals that are on the safest route to school.
3. Traffic signals may be at mid-block locations when justified by unusual circumstances.
4. In the event an intersection is signalized under this warrant for school pedestrians only, the entire intersection must be signalized to accommadate vehicular movements.
5. Special exclusive pedestrian phases should be provided when there is a material conflict of turning vehicles with pedestrians.
6. Traffic signals placed under this warrant shall be traffic actuated according to the design standards of the Uniform Manual on Traffic Control Devices.

EXHIBIT 4

ADULT CROSSING GUARDS

POLICY

I. GENERAL

a. It is the practice of many local jurisdictions, through their local enforcement agency, to provide adult crossing guards at designated school crossings which meet certain qualifications during the hours when school children are required to cross the street. The recommended policy for the assignment of adult crossing guards as herein specified applies only to school crossings serving elementary school children. This measure is a supplemental technique and not a traffic control device as defined in the California Vehicle Code.

b. An adult crossing guard should be considered as an appropriate traffic control measure at a school crossing when:

1. Special problems exist whereby it is deemed necessary to assist the children across a street, such as at an unusually complicated intersection or at a controlled intersection where there are heavy vehicular turning movements and high vehicular speed.

2. A change in the school crossing is imminent but present conditions require school crossing supervision for a limited time and it is not feasible to install another form of control for this temporary period.

3. The warrants for the installation of a traffic signal are not met.

II. WARRANTS FOR ASSIGNING ADULT CROSSING GUARDS

Adult crossing guards normally are assigned where official supervision of elementary school children is desirable while they cross a public street or highway, and at least 40 elementary school age pedestrians per hour for each of two hours utilize the crossing on the way to or from school. Adult crossing guard protection shall be warranted under the following conditions:

WARRANTS:

A. UNCONTROLLED CROSSINGS ON THE SUGGESTED SAFEST ROUTE TO SCHOOL:

1. Where there is no controlled intersection within 600 feet of the location where a request for an adult crossing guard is made. For the purpose of this warrant, a controlled intersection is defined as:

   (a) An intersection controlled by either traffic signals or stop signs on the street across which adult crossing guards will be used.

   (b) An intersection where a pedestrian tunnel, bridge or other adequate protection exist.

2. (a) Under urban conditions where the vehicular traffic volume exceeds 350 during each of any two hours during which 40 or more school children normally cross while traveling to or from school.

   (b) Under rural conditions where the vehicular traffic volume exceeds 300 during each of any two hours during which 30 or more school children normally cross while traveling to or from school.

   Whenever the critical approach speed exceeds 40 miles per hour, the warrants for rural conditions should be applied.

B. STOP SIGN CONTROLLED CROSSINGS

Where the vehicular traffic volume on undivided roadways of four or more lanes exceeds 500 per hour during any period when the children are normally going to or from school.

C. SIGNAL-CONTROLLED CROSSINGS

1. Where the number of vehicular turning movements through the crosswalk where children must cross exceeds 300 per hour while children are going to or from school.

2. Where there are extenuating circumstances not normally experienced at a signalized intersection such as crosswalks more than 80 feet long with no median refuge area, or an abnormally high percentage of commercial vehicles with operating characteristics substantially different from those of the passenger vehicle.

EXHIBIT 5

SCHOOL AREA PARKING AND LOADING CONTROLS

POLICY

GENERAL

Each school site shall have appropriate traffic signs and curb zone markings installed so as to provide adequate control for vehicle parking and loading. Requests for traffic investigation or for change in traffic control shall be referred directly to the designated school staff.

Each school site shall be provided with the following types of signs and curb zone markings as needed.

WARRANTS

I. Time Limit Parking Signs - of two hours or less on school days.

II. Prohibited Parking Signs - effective on school days.

Policy - Prohibition of parking along school frontage or school approaches may be recommended to assure unrestricted sight distance for pedestrian walkways, gates, unfenced school grounds and school entrances; to provide space for passenger loading and freight loading; and to provide an unrestricted walkway on a school approach.

A. "No Stopping," or "No Parking," or "No Stopping - Buses Excepted," 7 a.m. - 5 p.m.

B. Temporary Parking Prohibitions

Temporary Parking Restrictions

Policy - Temporary parking restrictions at schools may be recommended in accordance with general policies and, in addition, may be recommended to

provide for the movement of traffic during a school event generating an unusually heavy traffic volume where serious delay, congestion, and accident hazard would result if parking were permitted; provided that the temporary restriction is recommended by the school official designated and by the police or traffic department.

III. Street Closures

Policy - Streets which cross or divide school grounds may be closed to through traffic when necesary for the protection of persons attending the school. Closure may be recommended when requested by school authorities. (VC 21102)

Posting - When closure is authorized, the closure will be affected by the school upon authorization. The local traffic authority shall furnish signs "STREET CLOSED, 7:30 AM TO 4:30 PM, SCHOOL DAYS" to the school for mounting upon portable barricades. Barricades shall be furnished by the school district.

IV. Curb Zone Markings

Whenever local authorities enact local parking regulations and indicate them by the use of paint upon curbs, the following colors only shall be used, and the colors indicate as follows:

A. Green Curb Zones

Time limit parking specified by local ordinance. Regulations indicated as above provided shall be effective upon such days and during such hours or times as may be prescribed by local ordinances.

B. Yellow Curb Zones for loading vehicles.

C. Red Curb Zones

No stopping, standing, or parking whether the vehicle is attended or unattended, except that a bus may stop in a red zone marked or sign-posted as a bus loading zone.

JAN 26 1970

LAURENCE P. HENIGAN, Clerk

By Gabriel Bolzan
Deputy

RESOLUTION NO. 69-12

(Resolution Establishing an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (establish) (~~xxenlarge~~) Agricultural Preserve No. 46 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for (establishment) (~~enlargement~~) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 46 is hereby declared (established) (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

(c)

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: A portion of the land of Fred C. Hamel within the land known as Assessor's Parcel No. 32-240-07.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 19th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

W E Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rolyan DEPUTY

(SEAL)

EXHIBIT "A"

Property Owner: FREDERICK C. HAMEL

All that real property in the County of Yolo, State of California, described as follows:

Parcel 2, Lands of Henry J. Hamel, et al,, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on March 29, 1928, in Book 4 of Maps and Surveys, at pages 79 and 80.

EXCEPTING THEREFROM that portion conveyed from Frederick C. Hamel and Elsie S. Hamel, his wife, to the County of Yolo, by deed dated April 2, 1964, recorded May 4, 1964, in Book 756 of Official Records, page 511.

Portion of Sect. 1, T8N, R2E, M D B & M containing 189 acres, more or less.

Parcel No. 32 - 240 - 07

Parcel 3, Lands of Henry J. Hamel, et al, according to the map thereof, on file in Book 4 Maps and Surveys, at pages 79 and 80, in the office of the Recorder of Yolo County, California, on March 29, 1928.

Portion of E ½ Sect. 36, T9N, R2E, M D B & M containing 166.858 acres.

Parcel No. 24 - 250 - 24

Property Owner:
Gaither & Violet M. Konitzer

Parcel No. 24-260-07

The SW¼ of Section 31, T9N, R3E, M.D.B.&M.

EXHIBIT-B

SCALE OF MILES
0 1 2

COUNTY OF YOLO
AGRICULTURAL PRESERVE NO. 46

THIS MAP DELINEATES SAID AGRICULTURAL PRESERVE AS ESTABLISHED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 70-12

ADOPTED ON JANUARY 19TH 1970
DATE

Lawrence R. [illegible]
CLERK OF THE BOARD

FILED

JAN 26 1970

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 70-13

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established Agricultural Preserve No. 46 pursuant to said Act by Resolution No. 70- 12 ; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated JANUARY 19, 1970 , which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserve and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated

city in this county at the time the agreements covering said parcels were executed except: A portion of the land of Fred C. Hamel within the land known as Assessor's Parcel No. 32-240-07;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 19th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

Wm. E. DUNCAN

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. MENIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

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Portion of Sect. 1, T8N, R2E, M D B & M containing 189 acres, more or less.

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Portion of E ½ Sect. 36, T9N, R2E, M D B & M containing 166.858 acres.

Parcel No. 24 - 250 - 24

Property Owner:
Gaither & Violet M. Konitzer

Parcel No. 24-260-07

The SW¼ of Section 31, T9N, R3E, M.D.B.&M.

Copy for Book

FILED
FEB 20 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS, Deputy

RESOLUTION NO. 70-18

(Resolution Making Findings and Ordering Work)

WHEREAS, the Improvement Act of 1911, in Chapter 27 of Part 3 of Division 7 of the Streets and Highways Code, commencing with § 5870, provides a method whereby sidewalks, gutters, pavements, driveway aprons, curbs, streets, alleys and appurtenant work may be constructed within existing dedicated road rights of way in front of properties in any block where owners representing 60% of the front footage of the block, or where owners representing 60% of any part of an unimproved portion or portions of the block file a petition requesting the installation of any such improvements, or where the Superintendent of Streets finds that 50% of the front footage of the block has been improved; and

WHEREAS, the County of Yolo desires to consider the construction of such improvements at the following locations:

1. The West side of Jefferson Boulevard between Merkeley Avenue and Park Boulevard;

2. The north side of Merkeley Avenue between West Acre Road and Jefferson Boulevard;

3. The south side of Merkeley Avenue between West Acre Road and Jefferson Boulevard; and

4. The west side of Harbor Boulevard between West Capitol Avenue and Evergreen Avenue; and

WHEREAS, in connection with a proceeding for the construction of such improvements this Board of Supervisors by Resolution No. 69-227 on December 19th, 1969, designated the Director of Public Works as the Superintendent of Streets for such improvements and authorized him to perform all the duties of the Superintendent of Streets under said Statute; and

WHEREAS, said Superintendent of Streets has found that

sidewalks or curbs have been constructed or that the construction has been guaranteed to his satisfaction in front of properties constituting more than 50% of the frontage of each of said blocks; and

WHEREAS, by said Resolution No. 69-227 this Board directed said Street Superintendent to serve notice to the owners of the properties fronting that portion of the street of each aforementioned block in which no sidewalks or curbs have been constructed heretofore, to construct or cause to be constructed sidewalks or curbs in front of their properties; and

WHEREAS, this Board of Supervisors fixed January 26th, 1970, at 10:30 o'clock A. M. in the Board of Supervisors' Chambers, Yolo County Courthouse, Woodland, California, as the day, hour and place when the legislative body will hear and pass upon objections or protests, if any, which may be made by any property owner or other interested person; and

WHEREAS, said Superintendent of Streets has given notice to construct in the manner prescribed by law to the owner or to the person in possession of the property facing upon the sidewalks or curbs to be constructed; and

WHEREAS, said notice specified the day, hour and place when the legislative body will hear and pass upon objections or protests, if any, which may be raised by any property owner or other interested person; and

WHEREAS, said notice particularly specified what work is required to be done and how it is to be done, and what materials shall be used in the construction, and further specified that if the construction is not commenced within sixty (60) days after notice is given and diligently and without interruption prosecuted to completion, the Superintendent of Streets shall cause the construction to be done, and the cost of the same shall be a lien upon the property; and

WHEREAS, on January 26th, 1970, at 10:30 o'clock A. M., this Board of Supervisors as the legislative body in the Board of Supervisors' Chambers, Yolo County Courthouse, Woodland, California, heard and passed upon all objections or protests of any property owner or other interested persons; and

WHEREAS, in the judgment of this Board it appears to be in the interest of the County of Yolo to do so,

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.

2. Any and all objections or protests raised at said hearing, be and they hereby are overruled.

3. If the construction of the cement concrete curbs, gutters, sidewalks, driveway aprons, asphaltic concrete pavement, aggregate base and sub-base and drainage facilities is not commenced and prosecuted to completion with due diligence as required by said notice, the Superintendent of Streets shall forthwith construct the said improvements.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 26th day of January, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

[redacted]

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

FEB 20 1970

BY [redacted] DEPUTY

(SEAL)

RESOLUTION NO. [illegible] 70-15

(Resolution Establishing [illegible] Agricultural Preserve)

WHEREAS, an application/[illegible] have been filed with the Planning Department of the County of Yolo requesting to establish/and enlarge Agricultural Preserve Nos. See Attachment I so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for establishment/and enlargement of an agricultural preserve; and

WHEREAS, the Planning Commission has held [illegible] public hearings upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice [illegible] public hearings/[illegible] were held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.

2. The action taken by this resolution is in conformance with the Yolo County General Plan.

3. Each/agricultural preserve which includes [illegible] territory described in said Exhibit "A" consists of no less than 160 acres.

4. The territory described in said Exhibit "A"

   a. is designated for agricultural use in the Yolo County General Plan,

   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve Nos See Attachment 1 are hereby declared ~~established~~ and enlarged ~~(enlargement)~~ to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached hereto marked Exhibit "B" which is incorporated by reference.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

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or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

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FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

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The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

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Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

BOOK 933 PAGE 217

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or charge on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

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7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

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PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 9th day of February, 19 70, by the following vote:

AYES: Edmonds, Espigares, Duncan.
NOES: None.
ABSENT: Bell
ABSTAIN: Stephens.

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Peter E. Lucas DEPUTY

(SEAL)

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2:00 P.M. - Public Hearings on Agricultural Preserves as follows:

1 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 290+ acre parcel of land located on the north side of Highway 16, west of County Road 87 and designated as Assessor's Parcel No. 21-070-02, as requested by Lyle B. Jenson and Glen T. Jenson.

2 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 600 acres of land located at the intersection of County Roads 26 and 93 and designated as Assessor's Parcel Nos. 24-010-16, 19, 33, 34, 35, 36; 24-140-03, 07 & 22, as requested by Andrew Hernandez, et al.

3 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 161 acre parcel of land located on the west side of Interstate 505 at the intersection of County Road 89 and designated as Assessor's Parcel No. 21-100-03, as requested by Wells Fargo Bank, Trustee, Estate of Jeannette Dunbar.

4 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 321+ acre parcel of land located at the northeast corner of the intersection of County Roads 104 and 155, and designated as Assessor's Parcel Nos. 33-210-12 and 13, as requested by Robert C. Gill.

5 -- Change of Zoning from an A-1 and A-E to A-P Zone and Establishment of an Agricultural Preserve on 540 acres of land located on both sides of County Road 92 from County Road 11-B to south of County Road 12, and designated as Assessor's Parcel Nos. 19-271-07, 08, 14, 16; 19-282-08, 09; 19-322-04; & 19-341-33, as requested by Charles S. Long, et al.

6 -- Change of Zoning from an A-1 to an A-P Zone and Establishment of an Agricultural Preserve on 1862 acres of land located on both sides of State Highway 16, east of Interstate 505, and designated as Assessor's Parcel Nos. 21-112-08, 09, 10, 11; 21-350-15, 31, 32; 25-091-01, 02, 44; and 25-092-01 & 02; as requested by William B. Farnham, et al, and Thomas Ferro, et al.

7 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 3084 acres of land located at the westerly ends of County Roads 1 and 2, south of the Yolo-Colusa County Line, and designated as Assessor's Parcel No. 18-030-04, as requested by Frederick Wild, et al.

8 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1124 acres of land located between County Roads 85 & 86-A, and County Roads 23-A and 25, and designated as Assessor's Parcel Nos. 21-480-11, 12, 13, 14, 19, 20, 21, 22; 21-370-05 & 21-380-14, as requested by William J. Winter, et al.

9 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 17,573 acres of land extending from the alignment of County Road 49 to Road 78, and from the Yolo-Napa County Line to the east side of Highway 16, between Guinda and Capay, and designated as Assessor's Parcel Nos.

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ATTACHMENT 1

2:15 P.M.

18-430-15, 40, 42, 43, 52, 53, 57, 58; 18-440-01; 18-450-18, 24, 25, 27, 28, 31, 32; 18-461-44; 18-542-05, 08, 11, 12, 13, 17, 20, 22, 26; 18-542-01, 02, 09, 10; 18-551-02, 03; 18-552-02; 18-561-02, 10, 11; 18-571-01, 04, 05, 06, 09, 10, 11, 12, 13, 14, 15, 18; 18-572-01, 02, 03, 07, 08, 09; 18-582-01; 18-583-04; 18-585-03; 18-585-03; 18-587-01; 18-591-02, 03; 18-600-07, 08, 09, 14, 16, 17, 18; 18-610-11, 12; 21-051-02, 03, 12, 13; 21-410-01, 03, 04, 05, 11, 20, 24, 26, 28; 21-420-03, 04, 05, 07, 08, 09, 10; 21-430-21, 22, 23, 26, 28, 30, 34; 21-440-05, 08, 09, 10, 11; and 21-450-11, 22; as requested by Darrell Farnham, et al; and Herman Schwarz, et al.

10 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 4057 acres of land extending from the south side of County Road 13 to County Road 16, between County Road 99-E and Knights Landing Ridge Cut, and designated as Assessor's Parcel Nos. 19-460-22, 24, 25, 26, 29, 30; 19-532-03, 04; 19-542-01, 03, 06, 07, 09, 11, 12, 18; 19-551-01, 07, 08, 09; 19-552-05, 06, 12, 19, 20; 19-590-22; 19-600-01, 02, 03, 06, 09; 27-020-21 & 22, as requested by Reva Y. Cook, et al.

2:30 P.M.

11 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 803 acres of land extending from County Road 79-A to Road 81, south of Highway 16, and designated as Assessor's Parcel Nos. 21-291-10; 21-720-03, 04, 05, 08, 09, 10, 11, 12; 21-730-08; 21-740-08 & 09, as requested by Merlin J. Taber, Jr., et al.

12 -- Change of Zoning from an A-1 and A-E to A-P Zone and Establishment of an Agricultural Preserve on 465 acres of land located in the vicinity of County Road 17 and 18, and County Roads 95 and 96-B, and designated as Assessor's Parcel Nos. 25-240-19, 20, 21, 22, 28, 31; 25-260-05, 06, 07, 09, 10, 11, 12; & 25-310-01, as requested by Arleen M. Wiesner, et al.

13 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1396 acres of land located at the north end of County Road 23-A, between Roads 23-A and 25, and designated as Assessor's Parcel Nos. 21-390-56, 57; 21-480-06, 07, 08; as requested by Edmund L. Levy, et al.

14 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1026 acres of land extending from County Road 79 to the east side of Road 82-B, north of State Highway 16, and designated as Assessor's Parcel Nos. 21-292-01, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21; 27-750-13, 16; 21-760-02, 03, & 13, as requested by J. L. Peterson, et al.

15 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 2163 acres of land located between State Route 113 and Interstate 5, and County Road 14 and County Road 96, and designated as Assessor's Parcel Nos. 19-382-01, 02, 04, 05, 10, 12, 13, 14, 27, 28, 29, 30, 31, 32, 35, 36, 38, 42, 49; 19-531-26; 19-541-05, 11, 12, 13, 15, 23, 25, 32; and 25-240-10; as requested by George Weise, et al.

16 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1977 acres of land between Interstate 505 and County Road 87, and County Roads 29 and 32-B, and designated as Assessor's Parcel Nos. 30-030-11, 12, 16, 29; 30-180-07; 30-210-03, 09; 31-010-01, 06, 07, 46, 47, 50; 21-540-05, 47, as requested by H. J. Graf, et al.

2:45 P.M.

17 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 40.05 acres of land located on the west side of County Road 97, between Roads 20 and 21, and designated as Assessor's Parcel Nos. 25-130-16, 23, and 32, as requested by August Comontofski, et al.

18 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 362 acre parcel of land located on the west side of Interstate 505, ½ mile south of Interstate 5, and designated as Assessor's Parcel No. 19-291-03, as requested by Hester Mixon et al, by W. F. Mixon, Jr.

19 - Change of Zoning from an A-1 and A-E to A-P Zone and Establishment of an Agricultural Preserve on 16,400 acres of land located between Interstate 5 and County Road 30, and County Road 102 and Tule Canal, and being designated as Assessor's Parcel Nos. 24-170-07, 08, 14, 15, 16, 18, 24; 24-180-01, 02, 03, 04, 05, 06, 07; 24-190-01, 02, 05, 06; 24-250-11, 13, 32, 33, 63, 64; 24-260-04, 05, 16; 24-270-05 02, 07, 08; 24-500-02, 06, 07, 12; 24-510-03, 05, 08, 09; 27-132-13 and 15; 24-100-19; as requested by William J. Tauzer, et al.

20 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 201 acre parcel of land located at the north end of County Road 23, westerly of Road 83-A, and designated as Assessor's Parcel No. 21-690-06, as requested by John W. & Judy Wirth, Rt. 1, Box 260, Esparto.

3:00 P.M.

21 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 207 acres of land located on the north side of Interstate 5 Freeway, east of County Road 102, and designated as Assessor's Parcel Nos. 27-132-12 and 14, as requested by Investment Operating Corporation.

22 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 161+ acre parcel of land located at the southeast corner of County Roads 31 and 97, and designated as Assessor's Parcel Nos. 37-050-01 and 02, as requested by Roger Zane.

23 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 403+ acre parcel of land located at the southeast corner of the intersection of County Road 19 and Interstate 505, and designated as Assessor's Parcel Nos. 21-100-04 and 10, as requested by Wells Fargo Bank, Trustee, Estate of Jeannette Dunbar.

24 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 320 acre parcel of land located at the west end of County Road 11, west of County Road 85, and designated as Assessor's Parcel Nos. 18-350-02 and 18-360-12, as requested by Wesley P. Reiff.

25 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 305+ acres of land located on the west side of Interstate 505, between County Roads 27 and 28, and designated as Assessor's Parcel Nos. 21-530-01, 50 and 58, as requested by Helen Chick.

26 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 966 acres of land located on the east side of Interstate 505, between County Roads 27 and 28, and designated as Assessor's Parcel Nos. 21-530-17, 55, 56 and 57, as requested by Helen Chick.

27 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 203 acres of land located at the northeast corner of the intersection of County Roads 17 and 100, and designated as Assessor's Parcel No. 27-260-03, as requested by Isabella Woods Boulton.

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3:15 P.M.

28 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1054 acres of land extending from the easterly end of County Road 37 to Road 39 (Pumphouse Road) and designated as Assessor's Parcel Nos. 16-040-04, 07, 10; 16-100-09, 15; 16-120-02 & 04, as requested by Dwyer-Lisbon Ranch, a partnership, by Pete Dwyer, Jr. A-P-58 P. 64

29 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 316 acres of land located on both sides of State Route 113, west of County Road 102, and designated as Assessor's Parcel Nos. 19-531-15 and 19-532-05, as requested by Irma Sue Schlicman, A-P-59 P. 64

30 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 160 acres of land located at the southeast corner of the intersection of County Roads 14-A and 93-A, and designated as Assessor's Parcel No. 19-391-03, as requested by Wesley P. Reiff. A-P-57 P. 65

31 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 192 acres of land located on both sides of County Road 95, just south of County Road 17-A, and designated as Assessor's Parcel Nos. 25-260-18 and 25-260-21, as requested by Wesley P. Reiff, and Fred Joost. ADD. TO A-P-14 P. 65

32 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 200 acres of land located on both sides of County Road 85A, north of Road 2, and designated as Assessor's Parcel Nos. 18-010-10 and 18, as requested by Bryan Scofield. A-P-55 P. 65

3:30 P.M.

33 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 395 acres of land located at the northeast corner of the intersection of County Roads 38 and 105, as requested by Irvin & Fay E. Bulkley. A-P-60 P. 65

34 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 208 acres of land located on the south side of County Road 26, between Roads 88 and 89, and designated as Assessor's Parcel Nos. 21-520-19, 20, 26 and 49, as requested by Theo Dumars, et al. ADD. TO A-P-18 P. 66

35 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 976+ acres of land extending from the north line of Section 25, T11N, R3W, to the west side of County Road 76, east of Highway 16, and designated as Assessor's Parcel Nos. 18-440-09; 18-572-13, 14; 18-592-01, 02, 04; and 21-052-06, as requested by Jack H. Wyatt, et al. ADD. TO A-P-8 P. 67-68

36 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1251 acres of land located at the west end of County Road 78, along the Yolo-Napa County Line, and designated as Assessor's Parcel Nos. 21-430-01, 02, 03, 04, 05, 06, 09, 11, 15, 16, 17, 18, 19, 24, 25, 23, and 21-440-03, as requested by Melvin J. March, et al. ADD. TO A-P-29 P. 69-70

37 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 354 acres of land located on the west side of Highway 16, north of County Road 79, and designated as Assessor's Parcel No. 21-740-01, as requested by Veda Han and Neva Spaulding. ADD. TO A-P-19 P. 71

3:45 P.M.

38 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 344 acres of land located at the northeast corner of the intersection of County Roads 22 and 94-B, and designated as Assessor's Parcel Nos. 25-092-50 and 25-120-19, as requested by Alice E. Torrence. A-P-61 P. 71-72

39 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 150.8 acres of land located at the northeast corner of the intersection of County Road 88A and Highway 16, and designated as Assessor's Parcel Nos. 21-650-04 and 05, as requested by Dorothy E. Chandon. ADD. TO A-P-11 P. 72

40 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 203+ acres of land located on both sides of County Road 116, east of Knights Landing, and designated as Assessor's Parcel No. 19-590-17, as requested by Elizabeth Huston.

41 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 311.08 acres of land located on the north side of County Road 16, between Roads 95 and 96, and designated as Assessor's Parcel No. 19-381-24, as requested by Clifton Paris.

41 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1367 acres of land extending from the south side of County Road 25-A to Willow Slough, and from the east side of State Route 113 to the east side of County Road 101, and designated as Assessor's Parcel Nos. 24-170-46; 24-250-02; 24-460-16, 17, and 24-470-06, & 07, as requested by Wells Fargo Bank, Trustee for the Estate of Louise Merritt, et al.

42 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 186 acres of land located on the south side of County Road 26, west of County Road 93, and designated as Assessor's Parcel No. 24-240-32, as requested by Vernon Erikson.

4:00 P.M.

43 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 311 acres of land located at the southwest corner of the intersection of County Road 27 and State Route 113, and designated as Assessor's Parcel Nos. 24-241-27 and 24-470-11, as requested by Loren Le Maitre.

44 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1064 acres of land located at the southwest corner of the intersection of County Road 96 and State Highway 16, and designated as Assessor's Parcel Nos. 25-200-05 & 07, as requested by Robert J. Rooney, Sr.

45 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 124 acres of land located at the northwest corner of the intersection of County Roads 19 and 91B, and designated as Assessor's Parcel No. 21-810-17, as requested by Darrel E. Hayes.

46 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 77.09 acres of land located on the east side of County Road 99, north of County Road 27, and designated as Assessor's Parcel No. 24-460-13, as requested by Thomas S. & Janet A. Butler.

47 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 316 acres of land located on the west side of County Road 86, opposite the intersection of Road 16, and designated as Assessor's Parcel Nos. 18-390-33 & 34, and 21-780-04, as requested by Margaret Roth Koontz, et al.

4:15 P.M.

48 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 142.12 acres of land located on the north side of County Road 18, opposite the intersection of Road 99, and designated as Assessor's Parcel No. 27-180-08, as requested by William Burger.

49 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 8244 acres of land located on both sides of County Road 91-B, north of County Road 10, and designated as Assessor's Parcel Nos. 19-560-20, 21, 22, 23; 19-660-02, 03, 04, 05, 10 and 13, as requested by Bolen Bros. by John M. Bolen, and Bird Creek Ranch, by E. P. Paton.

88 3784 506 5005

50 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 560 acres of land located on both sides of County Road 5, west of County Road 91-A, and designated as Assessor's Parcel Nos. 19-070-06, 19-232-10 & 12, as requested by Elmer J. Goodman, and Marshall McCullough.

51 - Change of Zoning from an A-1 and A-E to A-P Zone and Establishment of an Agricultural Preserve on 535 acres of land located on both sides of County Road 86A, north of County Road 23, and designated as Assessor's Parcel Nos. 21-600-07, 25, 26, 21-610-04, 05, 06, 30, 32, & 33, as requested by J. Dudley Stephens, et al.

52 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 714 acre parcel located at the southeast corner of the intersection of County Road 27 and State Route 113, and designated as Assessor's Parcel No. 24-470-04, as requested by William P. Wilson.

53 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 173.83 acres of land located on the east side of Interstate 505, north of County Road 19, and designated as Assessor's Parcel Nos. 21-810-04, as requested by Jack D. Mast.

54 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 167.11 acres of land located on the east side of State Route 113, north of County Road 29, and designated as Assessor's Parcel No. 24-242-22, as requested by Wells Fargo Bank, Trustee for the Estate of Jeannette M. Dunbar.

55 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 472 acres of land located on both sides of County Road 13, westerly of County Road 94, and designated as Assessor's Parcel Nos. 19-341-08, 14, & 17, as requested by Frank E. Heard, et al.

4:30 P.M.

BOOK 935 PAGE 387

EXHIBIT "A"

PRESERVE NO. 45

Glen T. Jensen and Lyle B. Jensen

Assessor's Parcel No. 21-670-02

Commencing at the NW corner of Lot 28 as shown on the Map of Bonynge Tract, Yolo County, California, which map was filed in the Recorder's Office of said County, November 22, 1888, and running thence S. 10° 15'W., 2945.44 feet along the Westerly line of Lots 28,29,30,31, and 32 of said tract to the Northeasterly corner of the tract of land conveyed to Jens Jensen and Kristine Jensen to Selma M. Michelsen by deed recorded in Volume 101 of Deeds at page 325, Yolo County Records; thence North 79° 45'W., 575.00 feet; thence S. 10° 15'W., 757.56 feet; thence continuing in a Southerly direction along a line that is parallel and distant 25.0 feet Easterly, measured at right angles from the Westerly boundary of the portion of Lot 39, Bonynge Tract, described in deed to Selma M. Michelsen, recorded in Volume 88 of Deeds on page 547, 575.5 feet to the Northerly boundary of the County Road, thence in a Westerly direction along said boundary 25.0 feet to the Westerly line of land conveyed to Selma M. Michelsen; thence Northerly along said Westerly line 575.5 feet to the Northerly line of Lot 39, said point being distant N. 79° 45'W., 600.0 feet from the NE corner of said Lot 39; thence N. 79° 45'W., 4155.00 feet to the Easterly line of Arnold and Gilling's Subdivision of a part of the Rancho Canada de Capay; thence North 10° 6'E., 40 feet to the SW corner of the tract now or formerly owned by Craig; thence S. 79° 45'E., along the South line of said land, 1056.0 feet to the SE corner thereof; thence N. 10° 15'E., along the East line thereof; 3358.7 feet to a steel fence post marking the corner common to Craig and Jensen as shown on the Map filed in Maps and Surveys Book 7, page 46; thence S. 88° 47' 27"E., 3734.34 feet to a point; thence S. 10° 15'W., 280.00 feet to the point of beginning containing 290.33 acres, more or less.

Saving and excepting, therefrom the Northerly 20 feet of the Westerly 1056.0 feet as granted in deed executed by Rodie S. Bonyage to George D. Fiske, dated December 7, 1882 and recorded December 12, 1882 in Book 33 of Deeds, at page 456.

Appurtenant to the above described property is a right of way for road purposes over the Southerly 20 feet of the property described in deed executed by Rodie S. Bonynge to George D. Fiske, dated December 7, 1882, and recorded December 12, 1882, in Book 33 of Deeds, at page 456.

BOOK 935 PAGE 388

PRESERVE NO. 47

Andrew Hernandez and Helen Hernandez

Assessor's Parcel No. 24-140-03

The NE 1/4 of Section 18, T9N, R1E, M.D.B.& M.

Fred C. Heidrick and Helen Heidrick

Assessor's Parcel No. 24-140-07

The E½ of Section 17, T9N, R1E, M.D.B.& M.

Henry E. Rodegerdts

Assessor's Parcel No. 24-140-22

Beginning at the NW corner of Section 17, T9N, R1E, M.D.B.& M., as shown on that Record of Survey filed in Book 8 of Maps and Surveys, page 6, Yolo County Records; thence South along the West line of said Section 17, a distance of 1400.0 feet; thence leaving said Section line N. 89° 41'E., 1247.63 feet; thence North 1393.35 feet to a point on the North line of said Section 17; thence S. 89° 59' 20"W. along said North line, 1247.60 feet to the point of beginning.

Patrick Redmond and Kathleen Redmond

Assessor's Parcels No. 24-010-16 & 33

The NW¼ of the SW¼ of Section 8, T9N, R1E, M.D.B.& M.

F. R. Stoddard

Assessor's Parcels No. 24-010-34 & 35

The NE¼ of the SW¼ of Section 8, T9N, R1E, M.D.B.& M.

BOOK 935 PAGE 369

PRESERVE NO. 47 (CONT'D)

Fannie P. Wilkendorf, c/o Elwin Wilkendorf, Conservatorship for Fannie P. Wilkendorf.

Assessor's Parcels No. 24-010-19 & 36

The S½ of the SW¼ of Section 8, T9N, R1E, M.D.B.& M.

PRESERVE NO. 48

Wells Fargo Bank as Trustee of the Estate of Jeanette Merrit Dunbar, deceased.

Assessor's Parcel No. 21-100-03

That 161 acre, more or less, parcel of land bounded by the West line of the Gordon Grant as shown on that certain map filed for record in Maps and Surveys, Book 7, page 56, of Yolo County Records; the Westerly line of the Department of Public Works 1955 Survey from Solano County line to 2 3/4 miles North of Madison, Road 111-YOL-90-B; and the center line on Cache Creek as shown on that certain map filed for record in Maps and Surveys, Book 8, page 69, of Yolo County Records.

ADDITION TO PRESERVE NO. 7

Robert C. Gill and Muriel Gill

Assessor's Parcels Nos. 33-210-12 & 13

The S½ of Section 6, T6N, R3E, M.D.B. & M. excepting therefrom a strip of land 30 feet wide on the West side of said Section 6 conveyed in deed recorded November 10, 1892, in Book 49 of Deeds at page 545.

BOOK 935 PAGE 390

EXHIBIT "A" (CONT'D)

PRESERVE NO. 49:

Rae Long and Charles Long

Assessor's Parcels Nos. 19-271-08,14,&16: 19-292-09: 19-322-04

The S½ of the SE¼ of the SE¼ of Section 12, T11N, R1W, M.D.B.& M. and the E½ of the SW¼ and all that portion of the SE¼ lying West of U.S. Highway 99W of Section 7, T11N. R1E, M.D.B. & M. and the NE¼ of the NE¼ of Section 13, T11N, R1W, M.D.B.& M.

John E. Silver and Genivieve Silver

Assessor's Parcel No. 19-292-08

The North 60 acres of the E½ of the SE¼ of Section 12, T11N, R1W, M.D.B. & M.

Ted N. Long and Delores M. Long

Assessor's Parcel No. 19-271-07

The W½ of the SW¼ of Section 7, T11N, R1E, M.D.B. & M.

BOOK 935 PAGE 301

ADDITION TO PRESERVE NO. 24:

William B. Farnham & Helen E. Farnham

Assessor's Parcel No. 21-112-10

Beginning at a point in the center of State Highway No. 16, said point being the south west corner of parcel A as shown on that certain plat in Book 9 of Maps and Surveys at page 143 in the Office of the Recorder of Yolo County; thence from said point of beginning N 2 53' 15" E 5268.97 feet; thence N 79 43' 35" W 627.16 feet; thence S 7 06' 18" W 5233.30 feet; thence S 79 43' 35" E 861.47 feet; thence S79 44' 35" E 153.78 feet to the point of beginning, containing 98.5 acres of land.

Jack W. Farnham and Helen Louise Farnham

Assessor's Parcel No. 21-112-11

The West½ of that certain real property described as follows, to-wit:

Being a portion of the Gordon Grant and bounded on the North by Cache Creek, on the East by lands formerly owned by E. H. Archer, on the South by the South line of the Gordon Grant, and on the West by lands formerly owned by J. R. Jones, containing 200 acres, more or less, Being the premises described in the deed from E. H. Archer to E. L. Archer dated September 7, 1886 and recorded in Book 40 of Deeds, page 440, et seq., records of Yolo County, California, in the office of the County Recorder of said County; containing 197 acres more or less.

BOOK 935 PAGE 302

ADDITION TO PRESERVE NO. 24: (CONT'D)

David P. Snyder & Thelma Norine Snyder

Assessor's Parcels No. 21-112-08, 25-091-01

Beginning at a point N.4° 40'W., 28.36 chains distant from the intersection of the center line of the County Road and the line between the land of E.H. Archer and H.B. Johnson; running, thence along a fence S. 79° 20'E., 40.36 chains to the intersection with the line between the land of H.B. Johnson and Snyder Estate; thence N. 4°40'W 70.40 chains along the said line; thence N. 79°15'W., 40.42 chains; thence S. 4°40'E., 70.41 chains along the line between the land of E.H. Archer and H.B. Johnson, to the place of beginning containing 274 acres of land, more or less.

Situate, lying and being in Rancho Guessisosi and Gordon Grant, T10N, R1W, M.D.B.& M., and commencing at theNW corner of the alfalfa field of James Henry Johnson, (being a portion of the late Henry B. Johnson estate) at a point N. 4° 40'W., 899.5 feet from the North boundary line of the Woodland-Capay Highway; running thence N. 4° 40'W., 939.5 feet; thence S. 79° 20'E., 2660 feet; thence S. 4° 40'E., 841.7 feet; thence N. 81° 20'W., to and along the North boundary of said James Henry Johnson alfalfa field a distance of 2639 feet to the place of beginning and containing 52.47 acres of land, more or less.

That certain real property situate in the Gordon Grant bounded on the North by Cache Creek, on the East by lands formerly owned by Ernest Lambert, on the South by the Grant line and on the West by lands of Johnson. Commencing at a point on the South line of the Gordon Grant and which point is N. 79 3/4°W., 14.90 chains from the Southwest corner of the tract of land allotted and not apart to Stonewall J. Campbell by the Commissioners appointed by the Superior Court of the County of Yolo to partition the estate of W.J. Campbell, deceased, and running thence North 93.41 chains to the center of Cache Creek; thence up said Creek North 65 3/4°W., 4.67 chains; thence South 94.63 chains to Grant line; thence S. 79 3/4°E., 4.33 chains to the place of beginning, containing 40 acres of land.

Beginning at a point on the South line of the Gordon Grant 5.03 chains N. 79 3/4° West of the SW corner of the tract of land set apart to

BOOK 835 PAGE 393

ADDITION TO PRESERVE NO. 24 (CONT'D):

David P. Snyder and Thelma Norine Snyder (CON'T)

Assessor's Parcels No. 21-112-08, 25-091-01

Stonewall J. Campbell in the matter of the estate of J.W. Campbell, deceased, and running thence N. 91.05 chains to the center of Cache Creek; thence up said creek N. 65 3/4°W., 10 chains; thence S. 93.41 chains to the Grant line; thence S. 79 3/4°E., 9.27 chains to the place of beginning, containing 84 acres.

Part of the Cordon Grant, beginning at an iron bar marking the SE corner of tract formerly owned by Louise Campbell, and running thence S. 79 3/4°E., 5.02 chains; thence N. 88.47 chains to center of Cache Creek; thence up said Creek N. 65 3/4°W., 5.41 chains; thence S. 89.68 chains to the place of beginning and containing 43.94 acres of land.

Tract adjoining the last above described tract on the West, beginning at a point on the South line of Guessisosi or Gordon Grant at the SW corner of aforesaid tract, set apart to S.J. Campbell, in the estate of W.J. Campbell, deceased, and running thence North 89.68 chains to center of Cache Creek; thence N. 65 3/4°W., 6.19 chains; thence S. 91.05 chains to South line of said Grant; thence S. 79 3/4°E., 5.63 chains to place of beginning, and containing 50 acres of land.

Olliver O. Orrick and Lucille E. Orrick

Assessor's Parcel No. 21-112-09

Commencing at a point on the South line of the Cordon Grant said point being the SE corner of a tract of land now or formerly belonging to E.H. Archer, said point being further described as being located South 80° 00'E., 11,822.05 feet from an iron pipe marking the SW corner of said Gordon Grant, said point being also S. 80° 00'E., 3964.85 feet from the corner of said Grant line common to the Jones and Farnham Ranches, said point of commencement being also the corner on said Grant line common to the Archer and Johnson Ranches; thence from said point of commencement N. 4° 40'W., 899.5 feet, more or less to the SW corner of a tract of land now or formerly owned by George J. Snyder; thence S. 81° 20'E., along the Southerly line of George J. Snyder's property 2639 feet to a point; thence S. 4° 40'E., 978.3 feet, more or less, to a point on the South line of the Cordon Grant; thence N. 79° 45'W., along the South line of the Cordon Grant 2672.5 feet, more or less, to the point of commencement.

BOOK 935 PAGE 304

ADDITION TO PRESERVE NO. 25 CONT'D:

Ethel Moreland Bates

Assessor's Parcels No. 25-091-02 & 44

Commencing at a point which is N. 79° 21'W., 1748.70 feet from a monument which marks the SW corner of the Oakland Subdivision of a part of the Gordon Grant, as shown on a map thereof filed for record in Maps and Surveys Book 3, page 70, Yolo County Records; thence N. 79° 06' 30" W., along the South line of the Gordon Grant, 1394.59 feet to the SE corner of property conveyed to David P. Snyder, et al, by deed recorded in Book 271, O.R. 85; thence, along the East line of said Snyder Property, N. 0° 19'E., 5839.02 feet to the center of Cache Creek; thence Southeasterly down along Cache Creek to a point bearing N.0° 19'E., 5674.68 feet and thence N. 79° 06' 30"W., 718.75 feet from the point of beginning; thence, continuing along Cache Creek, S. 65° 05'E., 204.00 feet and S. 39° 05'E., 795.00 feet to a point; thence, leaving Cache Creek, S. 0° 08'W., 5102.00 feet to the point of beginning.

Excepting therefrom 5.0 acres, more or less, in the SE corner of the above described tract, conveyed to David L. Rodgers, et ux, in 837 O.R., 371.

BOOK 935 PAGE 395

EXHIBIT "A" (CONT'D)

ADDITION TO PRESERVE NO. 24 (CONT'D)

Thomas Perro and Mary Perro

Assessor's Parcel No. 25-092-01

Beginning at the SouthWest corner of Section 31, T10N, R1E, M.D.B.& M., and running thence East along the South boundary of said Section 1543 feet to the Southeast corner of what is known as the Brattin Tract; thence North along the East boundary of said tract 725 feet to the center of Cottonwood Slough; thence up and along said Slough in a straight line 1609 feet to a point on the West boundary of said Section 31, 1168 feet North of the place of beginning; thence South 1168 feet to the place of beginning, containing 33.52 acres, more or less, together with the right to use Cottonwood Creek as an irrigating ditch to irrigate the land described or other lands.

Also a part of the Fractional West Half of Section 31, T10N, R1E, M.D.B.& M., bounded by the following described line:

Commencing on the Mount Diablo Meridian line at a point distant 1168 feet North from the SW corner of said Section 31, T10N, R1E, said point being in the center of Cottonwood Slough; thence in a Southeasterly direction along the center of said Slough, 1609 feet to the West boundary line of the property belonging to B.B. Franklin; thence North along said last mentioned line 43.115 chains, more or less, to the Southerly boundary line of the Gordon Grant; thence N. 79° 45'W., along the said Grant line 24.50 chains to the said meridian line and the West line of said Section 31; thence South along the last mentioned line to the place of commencement, and containing 97.48 acres, more or less.

Reserving and excepting, however, unto the Grantor herein named, an undivided one-half interest in and to all Oil, Gas and other minerals until January 1, 1975, together with the right of ingress and egress thereto, for the exploitation thereof.

BOOK 935 PAGE 306

EXHIBIT "A" (CONT'D)

ADDITION TO PRESERVE NO. 24 (CONT'D):
Executrix Under the Executor of the Will of
Susan Maud Hazel Dall Miller, Deceased

Assessor's Parcel No. 25-092-02

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

BEGINNING at a Quarter corner in the South line of Section 31, in Township 10 North, Range 1 East, M. D. B. & M., and extending thence North 0° 45' 30" East along the occupied Quarter Section line through the center of said Section 31 and on and along same course to the point of intersection with the center line of the County Highway Prefix 1, said point being also on the line common to Rancho Guesisosi and said fractional Section 31, a total distance of 3306.45 feet; thence North 79° 06' 30" West along the center line of the said County Highway which is also the Northerly line of said fractional Section 31, a distance of 1710.63 feet; thence South 0° 15' 30" West along an occupied property line, a distance of 2883.75 feet to a point on the center line of a drainage canal; thence down and along the center line of said drainage canal South 69° 49' 30" East 571.35 feet; thence South 59° 43' 30" East 417.40 feet; thence South 54° 15' 30" East 571.20 feet to the point of intersection with the South line of said Fractional Section 31; thence leaving the center line of said drainage canal and extending South 88° 52' 15" East along the South line of said fractional Section 31, a distance of 296.63 feet to the point of beginning and including 119.855 acres of land.

EXCEPTING THEREFROM, the following:

A strip of land being a portion of the Southwest 1/4 of Section 31, T. 10 N. R. 1 E. Yolo County, California, more fully described as follows:

COMMENCING at the South 1/4 corner of said section; thence North 00° 01' 08" East along the quarter section line 20.00 feet to the North right of way line of County Road 24, THE TRUE POINT OF BEGINNING; THENCE continuing along said quarter Section line North 00° 01' 08" East 22.00 feet; thence along a line parallel to and 22.00 feet North of said right of way line North 89° 36' 37" West 357.23 feet to the centerline of a drainage canal; thence along said centerline South 54° 59' 52" East 38.73 feet to said North right of way line of County Road 24; thence along said right of way line South 89° 36' 37" East 335.40 feet to the true point of beginning.

Containing 0.278 acres, more or less.

BOOK 933 PAGE 307

ADDITION TO PRESERVE NO. 24 (CONT'D):

Thomas Ferro, Jr., Helen Ferro and Donald A. Ferro

Assessor's Parcel No. 21-350-15

The fractional E½ of Section 36, T10N, R1W, M.D.B.&M.

Hattie A. Mast, Christian E. Mast III and Robert A. Mast

Assessor's Parcel No.21-350-31

That certain real property situated in the County of Yolo, State of California:

A portion of the West½ of fractional Section 36, T10N, R1W, M.D.B.& M., described as follows:

Beginning at a point on the centerline of State Highway 16 that bears N. 79° 44' 35"W., 153.78 feet from the SW corner of Parcel "A" as shown on that certain Record of Survey filed in Book 9 of Maps and Surveys at page 143, Yolo County Records, said point also being the West line of said fractional Section 36, T10N, R1W; thence, along the centerline of said State Highway, S. 79° 44' 35"E., 2120.57 feet; thence S. 79° 25' 35"E., 557.63 feet; thence leaving said State Highway centerline S. 0° 55' 11"E., 1615.00 feet; thence N. 79° 44' 35"W., 2691.17 feet to a point on the West line of said Section 36; thence, along said West line, N. 0° 26' 49"W., 1615.56 feet to the point of beginning and containing 97.808 acres, more or less.

BOOK 935 PAGE 338

ADDITION TO PRESERVE NO. 24 (CONT'D):

Robert A. Nast

Assessor's Parcel No. 21-350-32

Being a portion of the West half of fractional Section 36, T10N, R1W, M.D.B.& M., described as follows:

Beginning at the W¼ corner of said Section 36 as said quarter corner is shown on that certain Record of Survey filed in Book 4 of Maps and Surveys at page 99, Yolo County Records; thence along the West line of said Section 36, S. 0° 01' 34"E., 720.62 feet to the centerline of a slough; thence, along the centerline of said slough N. 89° 24' 58"E., 91.69 feet; S. 46° 05' 03"E., 157.05 feet; S. 31° 26' 32"E., 226.15 feet; S. 51° 49' 02"E., 338.23 feet; S. 80° 42' 18"E., 142.83 feet; N. 81° 59' 20"E., 217.50 feet; N. 87° 43' 32"E., 885.62 feet; N. 84° 23' 56"E., 264.31 feet; S. 85° 31' 00"E., 171.62 feet; S. 76° 38' 45"E., 186.02 feet; S. 83° 29' 54"E., 221.35 feet; thence leaving the centerline of said slough N. 0° 55' 11"W., 1352.37 feet; thence N. 79° 44' 35"W., 2691.17 feet to a point on the West line of said Section 36; thence along said West line, S. 0° 26' 49"E., 587.51 feet to the point of beginning and containing 91.264 acres, more or less. It is the intention of this description that the boundary line along the centerline of the slough as described shall remain fixed and not change with any future change of location of said slough.

PRESERVE NO. 50:

Frederick P. Wild, Harold J. Wild, Claude E.Wild, Margaret M. Wild, and Eva C. Wild.

Assessor's Parcel No. 18-030-04

The E½ of Section 5, T12N, R2W, M.D.B.& M.

BOOK 935 PAGE 389

ADDITION TO A-P-12:

William J. Winter & Olive Winter

Assessor's Parcel Nos. 21-480-11, 21-480-21, & 21-480-22

All that portion of the E½ of the SW¼ and the W½ of the SE¼ of Section 1, T9N, R2W, M.D.B.&M. lying south of the County Road; and the NE¼ of the NW¼ of Section 12, T9N, R2W, M.D.B.&M.; and that certain property being more particularly described as follows: BEGINNING at the quarter corner of the North line of said Section 12, and running thence South 20 chains; thence North 69½° East 10.00 chains to the center of Cottonwood Creek; thence up said creek following the meanders thereof the following courses and distances: North 18° West 43 links; North 8° 45' West 1.09 chains; North 10° East 1.41 chains; North 3.00 chains; North 38° West 3.28 chains; North 17° East 0.85 chains; North 25° 15' East 1.58 chains; North 37° West 0.60 chains; North 51° 30' West 1.67 chains; North 7° West 1.62 chains; North 55° West 1.64 chains; thence leaving said Creek, North 1.75 chains to the North line of said Section; thence following the Section line, West 4.85 chains to the point of beginning.

Robert K. & Orilla E. Halley and Edward N. & Marjorie Halley

Assessor's Parcel No. 21-480-25

The E½ of the SE¼ of Section 1, T9N, R2W, MD.B.&M.

Frank Puttoff, Bringfried Puttoff, George E. Maier and Elena M. Maier

Assessor's Parcel Nos. 21-480-13 and 21-480-24

The NE¼ of the SW¼ of Section 1, and that portion of the SE¼ of the SW¼ of Section 1, T9N, R2W, lying northerly of County Road 25.

BOOK 835 PAGE 400

ADDITION TO PRESERVE 42:

Norman H. Jared & Florence Jared

Assessor's Parcel No. 21-480-22

All that portion of the W½ of the SE¼ of Section 1, T9N, R2W, M.D.B.&M. lying north of the County Road 25.

James F. McFarland, Louise A. McFarland, Florence E. Forbes, George S. Forbes, and Anne Forbes

Assessor's Parcel Nos. 21-370-05 and 21-480-14

The N½ of Section 1, T9N, R2W, M.D.B.&M., and the NW¼ of Section 6, T9N, R1W, M.D.B.&M.

F. W. Nissen and Grace E. Nissen

Assessor's Parcel No. 21-380-14

Lots 1 through 40, inclusive, of the Forgeus and Easton Subdivision of Almondale as shown on a map filed for record in Map Book 2, at Pages 35-53 of Yolo County Records.

Oscar Farnham, Darrel Farnham and Joyce Farnham

Assessor's Parcels No. 18-572-01,02,& 03

Lots 7, 14 and the South 10 acres of Lot 16 of the Rhoades and Sweitzer tracts as shown on the map filed for record in Maps and Surveys, Book 4, page 30 of Yolo County Records.

Charles Silva and Cassie S. Silva

Assessor's Parcel No. 18-572-07

Lots 17A, 17B, and 17C of the Rhoades and Sweitzer Tracts as shown on the map filed for Record in Maps and Surveys, Book 4, page 30, of Yolo County Records.

BOOK 935 PAGE 401

ADDITION TO PRESERVE 42 (CONT'D):

John Firpo and Barbara L. Firpo

Assessor's Parcels No. 18-572-08 & 09

Lots 8A, 8B, 12A, 13A, 13B, and 13C of the Rhoades and Sweitzer Tracts as shown on the map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records.

BOOK 935 PAGE 402

ADDITION TO PRESERVE 8:

Herman K. Schwarz

Assessor's Parcels Nos. 21-051-02, 03, 12, & 13

Parcel One: That part of Rancho Canada de Capay lying in Capay Valley, Yolo County, California, bounded and described as follows:

Beginning in the center of the Southern Pacific Railroad right-of-way at a point where the North line of the lands known as S.C. Wright land crosses the Railroad right of way; thence along the center of said right-of-way in a general Northerly direction to the South line of the land known as the old W. H. Soule Ranch; thence West along said South line to the East line of the lands known as the Holton Ranch; thence South along the East line of the said Holton Ranch to the SE corner of said Ranch; thence West along the South line of said Holton Ranch to the Western Boundary of Rancho Canada de Capay, which boundary is also known as the West grant line; thence in a general Southerly direction along the said Western boundary or grant line to the North line of the lands now owned by Denver D. Holmes; thence East along said North line to the lands known as the Mary Winter Smith lands; thence East along the North line of the said Mary Winter Smith lands to the SW corner of the above mentioned S.C. Wright lands; thence North along the West line of the said S.C. Wright land to the NW corner of said land, thence East along the North line of the said lands to the place of beginning.

Parcel Two: Lots 1,2,3,4,5,6,7,8,9,10,11,12, 13 of J.M. Rhodes Subdivision of a part of the Rancho Canada de Capay, as shown by the Map or Plat thereof on file and of record in the Office of the County Recorder of said County of Yolo, in Book 1 of Maps, at page 45, and all right, title and interest of said party of the first part in and to Christmas Avenue, as shown on said Map and in and to the right-of-way of the Vaca Valley and Clear Lake Railroad Company.

Excepting therefrom all that portion of Lot 1, conveyed to the State of California by Deed dated May 6, 1953 and recorded August 20, 1953 in

BOOK 835 PAGE 403

ADDITION TO PRESERVE 8 CONT'D:
Herman K. Schwarz (CON'T).

Assessor's Parcels No. 21-051-02,03,12,& 13

in Book 401 of O.R. at page 366, executed by Clara Winter, a widow and Denver D. Holmes, a single man (mother and son as Joint Tenants.)

Parcel Three: Commencing on the Westerly boundary line of Rancho Canada de Capay where said line is intersected by division line between lands of Arnold and Gillig and Henry Rhodes; thence East along last mentioned line, 214 rods to a stake; thence North 96 rods; thence West 257 rods to the Westerly boundary line of said Rancho; thence SE along said line to the point of beginning.

Also all that certain tract described as follows: Beginning at a point on the North line of Block "O" of Rancho Canada de Capay, 123 rods East of the Northwest corner of said Block and running thence West to the Northwest corner of said Block; thence Southerly along the Grant line 26 rods; thence Northeasterly in a direct line to the place of beginning.

Also that certain piece or parcel of land described as follows: Being a portion of the NE¼ of Section 3, T10N, R3W, M.D.B.& M., and being a piece of land lying between the County Road and the Grant line opposite and adjoining the land now or formerly owned by J.M. Johnson, including the road.

Also the following: Being a part of Block "O", Arnold and Gillig's Subdivision of the Rancho Canada de Capay; Beginning at a point on the North line of said Block 20.14 chains West of the SE corner of said Johnson's land in said Rancho, and running thence South 66° 15'W., 3.50 chains to a pine tree, 30 inches in diameter; thence S. 65°W., 2.52 chains; thence S. 77° 15'W.,21.00 chains to a point from which an oak tree 20 inches in diameter bears S.14°W., 10 links distant; thence N. 80° 15'W., 5.62 chains; thence N. 77° 51'E., 28.82 chains; thence East, 3.35 chains to the place of beginning. Also a strip of land 20 feet wide along the South line of the above described tract.

BOOK 885 PAGE 102

ADDITION TO A-P & (CONT'D):

Joseph T. Lindberg & Betty Lindberg.

Assessor's Parcels No. 21-410-20 & 24

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

Beginning at a point on the South line of Section 14, T10N, R3W, M.D.B.& M., said point being West 1884.84 feet from the corner common to Sections 13,14,23 and 24, T10N, R3W, M.D.B. & M., and being on the center line of Salt Arroyo; thence following the center line of said Arroyo N. 9° 05' 30"W., 221.93 feet; thence N. 11° 35' 30"E., 228.35 feet; thence N. 7° 12' 30"E., 242.95 feet; thence N. 75° 55' 30"E., 233.85 feet; thence N. 54° 48' 30"E., 145.24 feet; thence N. 3° 24' 30"E., 59.92 feet to the True Point of Beginning.

Thence leaving said True Point of Beginning on the center line of said Salt Arroyo, N. 3° 24' 30"E., 345.29 feet; thence N. 55° 21' 30"E., 366.91 feet; thence N. 36° 01'W., 60.93 feet; thence N. 1° 07'W., 276.25 feet; thence N. 65° 06' 30"E., 197.68 feet; thence S. 61° 08' 30"E., 290.18 feet; thence N. 78° 53' 30"E., 107.25 feet; thence N. 61° 26' 30"E., 244.43 feet; thence N. 0° 06' 30"W., 220.45 feet; thence N. 72° 44' 30"E., 840.44 feet; thence N. 73° 22'E., 474.00 feet; thence S. 87° 01'E., 167.44 feet; thence N. 51° 06'E., 116.87 feet to a point on the Westerly boundary of Rancho Canada de Capay being N. 40° 01' 30"W., 963.53 feet distant from corner No. 13 of said Rancho; thence N. 40° 01' 30"W., along said Westerly boundary 1029.10 feet to the intersection of the center line of Sale Arroyo with said Westerly boundary of Rancho Canada de Capay, thence Southwesterly along said center line of Salt Arroyo to the True Point of Beginning.

John M. Craig
Assessor's Parcel No. 21-410-11

The East ½ of the SE¼ of Section 22, T10N, R2W, M.D.B.& M.

BOOK 935 PAGE 405

ADDITION TO A-P 8 (CONT'D): Jane Fitzgerald, John Fitzgerald, Katherine Fitzgerald, Gus Inglin & Annie Inglin.
Assessor's Parcels No. 21-410-01,03,04,05,26,& 28, 21-420-09,& 10.

The SW¼ and the NW¼ of the SE¼ of Section 22; the W½ of Section 15 and the NW¼ and W½ of the NE¼ of Section 22; the E½ of Section 15; that 42.84 acres of the E½ of the NE¼ of Section 22 lying North of a line bearing S. 74° 38'W., 1368.93 feet from the SE corner of the NE¼ of the NE¼ of said Section 22; all of fractional Section 14 lying West of the centerline of Salt Arroyo; the N½ of the NW¼ of Section 23; and the South 40 acres of Lot 1 and all of Lots 2 and 3 of Fractional Section 11, all in T1ON, R3W., M.D.B.& M.

Thomas N. Ferro, Jr., Helen Ferro, and Donald A. Ferro
Assessor's Parcels No. 21-420-03,04,06,07,& 08, 21-430-22,23,26,& 30, 21-440-05,& 11

The SW¼ of Section 3; Lots 4 and 5 of Section 3 excepting that 30 acres lying East of the County Road from Capay Valley to Berryessa Valley; the W½ of the NE¼ of Section 3, excepting that portion described as beginning at the NE corner of said W½ of the NE¼; thence 23.33 chains; thence N. 6° 51'W., 23.50 chains; thence East along the Township line 2.80 chains to the point of beginning; that portion of Lot 3 of Section 3 lying South of a line bearing N. 61°E., from a point 3.22 chains North of the center of said Section 3; the S½ of the NW¼, the NE¼ and S½ of the NE¼, the SE¼ and the East 5 chains of the SW¼ of Section 4; Lots 1,2,3,6,7,& 8 of Section 8; the S½ and the NE¼ of Section 9, the SW¼, the South 4 chains and East 5 chains of the SE¼ and East 5 chains of the NE¼ all in the NW¼ of Section 9; the N½ of the N½ of Section 10; all of Section 16; and the NE¼ of the NE¼ of Section 17; all in T1ON, R3W, M.D.B.& M.

BOOK 0035 PAGE 406

ADDITION TO A-P 8 (CONT'D):

Barbara S. Fredericks

Assessor's Parcels No. 18-420-21,& 22, 18-430-15,42,43,52,& 53, 18-450-18,25,27,& 28

The S½ of the SE¼ of Section 8; Lot 3 of Section9; the W½ of the NW¼, the SW¼ and Lots 1 and 2 of Section 16; the NE¼ and S½ of the NE¼ and the NE¼ of the SE¼ of Section 17; the SW¼ of the NW¼, the S½ and SE¼ of the SW¼, the N½ of the SE¼ and the E½ of the NE¼ all in Section 20; all of Fractional Section 21; Lots 1,2, and 3 of Fractional Section 27; the N½, the SE¼ and the N½ of the SW¼ of Section 28; the E½ of the SE¼ and the SE¼ of the NE¼ of Section 29; the NW¼ and the North 75 acres of the East½ of the NE¼ of Section 33; and the North 73 acres of the Fractional NW¼ of Section 34; all in T11N, R3E, M.D.B.& M.

Robert B. Wirth and Vesta Wirth

Assessor's Parcels No. 21-440-08,09,& 10, 21-450-11, & 22

The South½ and the NE¼ of Section 21 lying in Yolo County; the West½ of the NW¼ and the NW¼ of the SW¼ of Section 27; the North½ and the North½ of the South½ of Section 28 lying in Yolo County; all in T10N, R3W, M.D.B.& M.

BOOK 935 PAGE 407

ADDITION TO A-P S (CONT'D): EXHIBIT "A" (CONT'D)
Albert B. Everett and Dorothy Everett

Assessor's Parcels No. 18-410-04, 18-440-01 & 18-542-10

The fractional Northwest Quarter (Frac'l NW 1/4), and all that portion of the Northeast Quarter (NE 1/4), of Section Fourteen (14), Township Eleven (11) North, Range Three (3) West, M. D. B. & M. described as follows: Beginning at the quarter Section Corner on the East line of said Section 14, and running thence North 28.54 chains, more or less, to the Southerly line of that portion of said Section 14, conveyed by the Bank of Woodland, a corporation, to F. L. Gibbs, by deed recorded in Book 58 of Deeds, at page 512, Records of said Yolo County; thence North 71° 05'W. 15.67 chains to an oak tree 12 inches in diameter; thence North 44° 55' W. 17.67 chains to oak tree 12 inches in diameter; thence North .53 chains, more or less, to North line of said Section 14; thence West along said line, 12.73 chains, more or less, to the Quarter Section corner thereon; thence South 47.09 chains, more or less, to the center of said Section; thence East 40 chains, more or less, to the place of beginning, and containing 301.21 acres, more or less.

Also Lot Four (4) and all that portion of Lot Three (3), of Section Ten (10), lying South and East of a line beginning at the Quarter Section Corner between Sections Ten (10) and Eleven (11), and running thence South 61° W. 7.04 chains; thence South 53-1/2° W. 4.80 chains; thence South 41° W. 2 chains to the West line of said Section Ten (10); and the Southwest Quarter (SW 1/4), the West 12.73 chains of the Southwest Quarter of the Southeast Quarter (S.W.1/4 of SE 1/4); and all that part of the North Half (N 1/2, of Section Eleven (11), lying within the following lines: beginning at the above described Quarter Section Corner, and running thence North 51° E. 1.32 chains; thence North 56 1/2° E. 3.52 chains; thence North 60° E. 4.80 chains; thence North 68° E. 4.17 chains to an oak tree 20 inches in diameter; thence North 83 1/2° E. 6.89 chains; thence South 47° E. to a point two chains North of the Quarter Section line running East and West through said Section Eleven (11); thence North 85° E. and parallel with said Quarter Section line, to the Eighth Section line running North and South through the Northeast Quarter (NE 1/4) of said Section Eleven (11); thence South two (2) chains to the above described Quarter Section line; thence South 85° W. along said Quarter Section line, to the place of beginning, all in Township Eleven (11) North, Range Three (3) West, M.D. B. & M., and containing 208.60 acres, more or less.

Also a portion of the Rancho Canada de Capay, beginning at the Southeast corner of a tract of land conveyed by P. W. Pratt to the late P. G. Everett, and running thence North 21 1/2° W. 77.18 chains, more or less, to the Southerly line of a tract of land conveyed by J.B. Everett to L. P. Everett; thence South 54 1/2° W. 4.40 chains; thence North 60° W. 7.00 chains, to the center line of Cache Creek; thence Southerly along the center line of said creek and following the meanderings thereof, to a point 23.00 chains West of the place of beginning, thence East to the place of beginning, containing 107 acres, more or less.

BOOK 935 PAGE 403

ADDITION TO A-P S (CONT'D):

Richard E. Bloom and Betty D. Bloom

Assessor's Parcels No. 18-542-01& 02

all that real property situate in the

County of Yolo, State of California, described as follows:

A part of the Rancho Canada de Capay described as follows:

BEGINNING at a gas pipe driven into the ground on the division line between J.D. Everett & L.P. Everett, it being on the North line of the lane referred to in the deed from J.B. Everett, dated October 23, 1888, and recorded in Book 4A of Deeds, at page 62, and further defined as being South 70° 45' West 13.3 feet from the S.E.corner of L.P. Everett's Southern Addition to the Guinda Colony Tract, and running thence South 17°57' East along the West line of the lands of F.C.B. Swete, 1026 feet to an iron monument marking the S.W.corner of the said Swete property; thence North 80° 01' East along the South line of the said F.C.B. Swete property 58.3 feet to an iron monument; thence South 1°22' East parallel to and 15 feet Westerly from a row of fruit trees 786.5 feet to a 1" x 2" gas pipe; thence South 87°32' West 558.6 feet to a 1½" gas pipe driven in the East fence line of a county road; thence North 1°16' West along the East fence line of said county road 712 feet to an iron monument; thence North 7°30' West 278.7 feet; thence North 17°12' West 259.2 feet; thence North 24°31' West 418.6 feet to an iron monument marking the intersection of the East fence line of the said county road with the South line of Lot 10 of L.P.Everett's Southern Addition to the Guinda Colony Tract; thence North 71°05' East along the South line of said Lot 10 of L.P.Everett's Southern Addition to the Guinda Colony tract 494 feet to the place of beginning, saving and excepting that 40 foot road running East and West through the above described tract of land.

The area conveyed containing 19.31 acres.

O.T. McGrew

Assessor's Parcel No. 18-430-58

The South½ of the NW¼ and the SW¼ of Section 18; and Lot 1 of Section 19, all in T11N, R3W, M.D.B.& M.

BOOK 3139 PAGE 409

ADDITION TO A-P 8 (CONT'D):

Kenneth M. Wilson and Betty Jane Wilson

Assessor's Parcel No. 18-541-17

All that real property situate in the County of Yolo, State of California, and is described as follows:

Lot No. 1 of 26.09 acres, and Lot No. 2 of 18.89 acres of the Amaranth Colony Tract, as shown on the Official Map or Plat of said tract filed in Book 1 of Maps, at page 53, records of said Yolo County

Beginning at a point the NE corner of Lot 2 Amaranth Colony Tract, Capay Valley, Yolo Co., Cal., as shown by the map or plat thereof on file and of record in the Office of the County Recorder of Yolo County, and running thence East 100 feet to the Easterly line of Railroad Right of Way; thence Southerly along said Easterly line of Railroad Right of Way to the intersection of said Easterly line with the Southerly line of Lot 1 of said Tract; thence West 100 feet, a little more or less, to the West line of Railroad Right of Way; thence Northerly along said Westerly line of said right of way to the point of beginning.

Thomas Ferro, Mary Ferro and Thomas Ferro, Jr.
Assessor's Parcels No. 18-450-31 & 32, 21-430-34

The SE¼, the NE¼ of the SW¼, the NW¼, the S½ of the NE¼ and the NW¼ of the NE¼ of Section 31; the SE¼ of the SW¼ and the S½ of the SE¼ of Section 30, excepting therefrom 7.61 acres conveyed by Mary A. Winter to Charles Danne, by Deed dated October 11, 1894, recorded March 19, 1895 in Book 52, of Deeds, at page 208 in T11N, R3E, M.D.B.& M., Lots 1,2,3,and 4, the East½ of Lot 5, Lots 6 and 7 and the E½ of the SE¼ lying North of the County Road from Capay Valley to Berryessa Valley of Section 5; and Lots 1 and 2 of Section 6; in T10N, R3E, M.D.B.& M.

BOOK 935 PAGE 410

ADDITION TO A-P 8 (CONT'D):

Jack W. Farnham and Helen Louise Farnham

Assessor's Parcels No. 18-450-24, 18-571-01 & 04, 21-430-21, & 28

The SE¼ of the NE¼ and the East½ of the SE¼ of Section 32, the SW¼ of the NW¼, the South½ and the SW¼ of the NW¼ of Section 33; that part of the SE¼ of the NE¼ of Section 33 described as beginning at a point 4.30 chains North from the Quarter corner common to Sections 33 and 34, thence South 4.30 chains to said Quarter corner; thence West 20.00 chains; thence North 6.00 chains; thence S. 79½°E., to the point of beginning and containing 4.90 acres; the West½ of the SW¼ and Lot 3 of Section 34; that portion of the SW¼ of the NW¼ and that portion of Lot 2 of Section 34 described as beginning at the Quarter Section corner between Sections 33 and 34, and running thence North 4.30 chains; thence S. 79½°E., about 22.60 chains to a pine tree 18½ inches in diameter; thence continuing S. 79½°E., 2.27 chains to the West boundary of Rancho Canada de Capay; thence Southerly along said boundary line to a point due East from the point of beginning; thence West 26.46 chairs to the point of beginning, containing 16 acres; the South 10 acres of Lot 25 and Lots 32,33, and 34 of the Rhodes Tract as shown on the map filed for record in Map Book 1, page 18, of Yolo County Records all being in T11N, R3E, M.D.B.& M., and Lots 2,3, and 4 of Section 4, R10N, R3W, M.D.B.& M.

Harlan L. Smith and Joy L. Smith

Assessor's Parcels No. 18-461-44 & 18-541-05

Lots 1 and 20 of the Guinda Colony Tract, excepting from said Lot 1 that portion lying Southwesterly of a line which is parallel to and distant 448 feet from the Northeasterly line of said Lot 1, and excepting the Northerly 460 feet of said Lots 1 and 20 lying Northerly of a line parallel to and distant 460 feet from the Northwesterly line of said Lots 1 and 20 and Lots 1 and 2 of L.P. Everett's Southern Addition to Guinda Colony Tract as shown on a map filed for record in Maps and Surveys Book 1, page 65, of Yolo County Records.

BOOK 835 PAGE 411

ADDITION TO A-P 8 (CONT'D):

Caroline Nottingham and Martha M. Stephenson and R. E. Nottingham

Assessor's Parcels No. 18-541-08,11 & 20

The West 4.44 acres of Lot 5 and all of Lots 6,7,11-A,12,13,14,15, and 16, Amaranth Colony Tract filed for record in Book 1 of Maps, at page 53, Yolo County Records.

Albert R. Sharp and Elizabeth K. Sharp

Assessor's Parcel No. 18-541-22

Lot 10 and 11 of Amaranth Colony Tract filed for record in Book 1 of Maps, on page 53, Yolo County Records.

Richard N. Bloom and Betty D. Bloom

Assessor's Parcel No. 18-541-26

Lots 11 and 12 of L.P. Everett's Southern Addition to the Guinda Colony Tract as shown on a map filed for record in Maps and Surveys Book 1, page 66, Yolo County Records, excepting therefrom:

All that portion of the East 50 acres of Lot 12, L.P. Everett's Southern Addition to the Guinda Colony Tract, filed in the office of the County Recorder of Yolo County, March 27, 1894, in Book 1 of Maps, Map No. 48, described as follows:

Beginning at the Southwest corner of said East 50 acres and running thence S. 89° 30'E., along the South boundary of said fifty acre tract 510 feet; thence N. 472 feet, thence S. 78° 45'W., 520 feet; thence S. 366 feet, to the point of beginning, containing 4.90 acres, more or less.

BOOK 835 PAGE 442

ADDITION TO A-P 8 (CONT'D):

George R. Kibbe and Verdi Kibbe

Assessor's Parcel No. 18-542-08

Beginning at a point S. 70° 45'W., and 13 3/10 feet from the SE corner of L. P. Everett's Southern Addition to the Guinda Colony Tract in Rancho Canada de Capay, and running thence S. 17° 57'E., 1026 feet; thence N. 80° 1'E., 1170 feet to the West bank of Cache Creek; thence N. 10° 26'E., 400 feet; thence N. 10° 20'W., 350 feet; thence N. 20° 40'W., 400 feet; thence N. 33° 25'W., 198 feet to the South line of land of L.P. Everett; thence along said Everett's South line S. 74° 9'W., 626 feet; thence S. 7° 15'E., 110 feet; thence S. 70° 45'W., 677 feet to the place of beginning, containing 36.4 acres of land, more or less.

Also a strip of land lying Easterly of the above described tract bounded as follows:

Beginning at the NE corner of above tract and running thence N. 74° 9'E., to the center of Cache Creek; thence Southerly along center of Cache Creek to a point North 80° 1'E., from the NW corner of above described tract; thence S. 80° 1'W., to said NW corner; thence N. 10° 26'E., 400 feet; thence N. 10° 20'W., 350 feet; thence N. 20° 40'W., 400 feet; thence N. 33° 25'W., 198 feet to the place of beginning.

BOOK 935 PAGE 413

ADDITION TO A-P 8 (CONT'D):

John H. Prescott and Ernest Box,

Assessor's Parcels No. 18-551-02 & 03, 18-552-02

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

All of Lots No. 1,2,3,4,5,6,7, and 8, as said Lots are designated and delineated on that certain map entitled "Map of the Craig-Stitt Subdivision of the T.B. Haven Property, being a portion of the Rancho Canada de Capay near Guinda, Yolo County, California", filed for record in the Office of the County Recorder of the County of Yolo, on August 14, 1915 in Book 3 of Maps, at page 30.

All of Blocks 1,2,3,4,5,8 and 9, as said Blocks are delineated and designed on that certain map entitled "Map of Heine Tract", filed for record in the Office of the County Recorder of the County of Yolo, on July 13, 1892 in Book 1 of Maps, at page 35.

Beginning at a point on the center line of the Southern Pacific Railroad Company's (formerly Clear Lake Division of the North Railway Company) Railroad where said center line intersects the Easterly projection of the division line between the lands now or formerly of H.C. Sweitzer and the lands now or formerly of Victoria Land Company, thence Easterly along said Easterly projection of said division line to a point on said division line which is one hundred and twenty-five feet distant measured at right angles Easterly from said center line, said point being on the Easterly line of the right of way of said Railroad; thence Northerly along said Easterly line of right of way, parallel to said center line, and at a uniform distance of one hundred and twenty-five feet Easterly therefrom, to a point which is one hundred and twenty five feet distant measured at right angles Easterly from Engineer's Station 904 & 20 of said center line; thence at right angles Westerly Seventy-five feet to a point on the Easterly line of right of way of said railroad; thence Northerly along said Easterly line of right of way, parallel to said center line and at a uniform distance of fifty feet measured at right angles Easterly therefrom, thence one hundred and sixty-seven feet, more or less, to a point on the Northerly boundary of the said tract of land formerly owned by Bertha Heine; thence Westerly along said boundary line, which intersects said center line of said Railroad at or near Engineer's Station 907 & 87, to a point on the Westerly line of right of way of said Railroad which is fifty feet distant measured at right angles Westerly therefrom, to a point; thence Westerly, at right angles, fifty feet to a point of said Westerly line of right of way which is one hundred feet distant, measured at right angles, Westerly from Engineer's Station 904 & 20 of said center line; thence Southerly along said Westerly line of right of way, parallel to said center line and at a uniform distance of one hundred feet Westerly therefrom, to a point on the division line between the lands now or formerly of H.C. Sweitzer and the lands, now or formerly of Victoria Land Company; thence Easterly

ADDITION TO A-P 8 (CONT'D):

John H. Prescott and Ernest Fox (CON'T)

Assessor's Parcels No. 18-551-02 & 03, 18-552-02

along said division line to the point of beginning, containing an area of 7.71 acres, more or less, being a portion of the lands conveyed by two deeds from the Capay Valley Land Company to Northern Railway Company, dated November 30, 1888, and recorded December 3, 1888, in Liber 44 of Deeds, page 147, and Volume 44 of Deeds, page 154, Yolo County Records.

Beginning at a point on the West side of the County Road through Capay Valley, 13½ feet South from the Southerly line of the lands formerly owned by J.B. Everett, and running thence along the West line of the said County Road S. 2° 56'E., 184½ feet to a stake at the NE corner of Lot 8 of the Heine Tract; thence West along the Northerly line of Lots 8,4,3, and 2 of the Heine Tract, 2915 feet to the NW corner of said Lot 2; thence N. 12° 30'W., 188.63 feet to a point 13½ feet South of the Southerly line of the land formerly known as the J.B. Everett Land; thence East, 2946.39 feet to the place of beginning containing 12.48 acres, more or less, and being the property conveyed to Victoria Land Company by S.E. Knowles by deed dated June 24, 1938, and recorded June 29, 1938 in Book 116 of Official Records, at page 211.

Richard N. Bloom and Betty D. Bloom

Assessor's Parcels No. 18-541-12 & 13

Lots 3 and 4 and the Easterly 13.33 acres of Lot 5 of Amaranth Colony Tract filed for record in Book 1 of Maps, page 53, Yolo County Records.

BOOK 935 PAGE 415

ADDITION TO A-P 8 (CONT'D):

Thomas J. Holland (CONT'D)

Assessor's Parcels No. 18-561-10 & 11

All those certain parcels of land being situated in the Rancho Canada De Capay and being more particularly described as follows:

Beginning at a point in the Westerly right of way line of California State Highway III Yol 50-B which lies South 77° 10'W., 29.53 feet from a one inch iron pipe, as shown on that certain map entitled, "Map of C.H. Curtis Lands" in Maps and Surveys Book 4 at page 98, recorded in the office of the County Recorder, Yolo County, California; said iron pipe being situated S. 77° 10'W., 26.35 feet from the NE corner of Lot 5 of the Rhodes and Sweitzer Tract, and commencing thence from said point of beginning S. 77° 10'W., 2544.03 feet to a 3/4 inch iron bar; thence N. 37° 00'W., 347.20 feet; thence N. 53° 21' 40"W., 184.10 feet; thence N. 32° 20' 40"W., 271.23 feet to a point in an arroyo; thence following along the center line of said arroyo the following courses and distances, S. 81° 54' 45"E., 113.80 feet; N. 35° 18' 27"E., 70.26 feet; S. 80° 24' 22"E., 71.70 feet; N. 10° 40' 45"E., 36.21 feet; N. 7° 32' 38"W., 70.99 feet; N. 8° 26' 18"E., 54.04 feet; N. 13° 15' 15"W., 47.76 feet; N. 40° 00' 23"E., 36.06 feet; N. 4° 42' 33"W., 39.10 feet; S. 70° 00' 15"W., 63.14 feet; N. 61° 29' 58"W., 34.14 feet; S. 59° 36' 44"W., 57.14 feet; N. 61° 42' 08"W., 71.10 feet; S. 50° 06' 44"W., 106.89 feet; N. 45° 33' 39"W., 107.63 feet; S. 82° 24' 50"W., 97.49 feet; N. 64° 26' 20"W., 49.69 feet; S. 44° 54' 01"W., 74.56 feet; S. 70° 10' 15"W., 20.40 feet; S. 64° 43' 29"W., 50.35 feet; S. 16° 06' 47"W., 54.48 feet; N. 69° 47' 12"W., 32.01 feet; S. 71° 40' 22"W., 83.29 feet; S. 89° 52' 35"W., 162.23 feet; thence leaving the center line of said arroyo N. 4° 00'E., 715.77 feet; thence S. 86° 00'E., 149.60 feet; thence N. 4° 00'E., 204.27 feet; thence S. 85° 13' 40"E., 250.06 feet; thence N. 0° 23' 40"W., 420.00 feet to a spike in the root of an oak tree; thence N. 88° 28'E., 1355.00 feet; thence S. 82° 16'E., 778.80 feet to a point on the Westerly right of way line of California State Highway III Yol 50-B; thence following along the Westerly line of said right of way S. 24° 05' 40"E., 102.13 feet; thence along a curve to the left with a radius of 1250 feet, a distance of 431.97 feet; thence S. 43° 53' 40"E., 236.11 feet; thence along a curve to the right with a radius of 2450 feet, a distance of 394.82 feet; thence S. 34° 39' 40"E., 647.67 feet to the point of beginning. Said Parcel of land containing 115.76 acres.

BOOK 633 PAGE 447

ADDITION TO A-P 8 (CONT'D):

Thomas J. Holland (CON'T)
Assessor's Parcels No. 18-561-10 & 11

Beginning at a point on the Easterly right of way line of California State Highway III Yol 50-B, said point being situated S. 62° 01'E., 7.60 feet from a one inch iron pipe, marking the most Northeasterly corner of the lands of C.H. Curtis, as shown on that certain map entitled Map of C.H. Curtis Lands in Maps and Surveys Book 4 at page 98, recorded in the office of the County Recorder, Yolo County, California, and then commencing from said point of beginning S. 62° 01'E., 190.41 feet; thence S. 6° 47'E., 228.95 feet to a point on the Easterly line of said right of way; thence commencing Northwesterly along said right of way line along a curve to the right with a radius of 1150 feet, a distance of 336.63 feet; thence N. 24° 05' 40"W., 36.96 feet to the point of beginning. Said Parcel of land contains 0.50 acres of land.

Maud P. Ekhardt

Assessor's Parcel No. 18-561-02

All that certain real property situate in the County of Yolo, State of California, and bounded and described as follows, to wit:

57 acres of land, part of the Rancho Canada de Capay, bounded on the North by the lands of Winter Co., a corporation; on the East by the County Road; on the South and West by the lands of C. H. Curtis.

BOOK 935 PAGE 418

ADDITION TO A-P 8 (CONT'D):

N. L. Fornham and Ruth F[illegible]ham

Assessor's Parcels No. 18-571-05,06, & 15

Lots 4A and 4B, the North½ of Lot 25, as more particularly described in Volume 8 at page 404 of Yolo County Records, Lots 26,27,28,29, 30, and 31 all of the Rhodes and Sweitzer Tracts as shown on a map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records.

Eugene D. Wanshop

Assessor's Parcels No. 18-571-08,10, & 11

Lots 1-C, 2-C, and 3-B of the Rhodes Tract as shown on a map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records, together with tracts of land formerly owned by Southern Pacific Company and described in Deeds recorded in Book 108 O.R. page 369 and Book 109 O.R. page 490, Yolo County Records.

BOOK 935 PAGE 419

ADDITION TO A-P 8 (CONT'D):

Mabel H. Gordon

Assessor's Parcels No. 18-571-12 & 14, 18-582-01, 18-583-04, 18-587-01

Lot 5 of Rhodes and Sweitzer Tract as shown on a map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records together with a tract of land 125 feet wide formerly owned by the Southern Pacific Company and described in Deed recorded in Volume 91, O.R., page 503, Yolo County Records.

Block F; Lots 1 through 10, inclusive, of Block A; Lots 1 through 10 inclusive, of Block B; and Lots 1 through 10, inclusive, of Block C; all of the Tancred Subdivisions shown on a map filed for record in Map Book 2, page 42, Yolo County Records, together with those portions of Park Place and Oakland Avenue of said Tancred Subdivision, abandoned December 6, 1915 as recorded in Book M, Yolo County Board of Supervisor's Minutes, page 526

Wallace R. Green and Dorothy A. Green

Assessor's Parcels No. 18-585-03, 18-586-03.

Blocks D and E of Tancred Subdivision as shown on a map filed for record in Map Book 2, page 42, Yolo County Records.

BOOK 935 PAGE 420

ADDITION TO A-P 8 (CONT'D):

Darrel Farnham, Joyce Farnham and Oscar Farnham

Assessor's Parcels No. 18-571-13, 18-591-02 & 03

Lot 6 of Rhodes and Switzer Tract as shown on a map filed for record in Maps and Surveys Book 4, page 30, Yolo County Records together with a tract of land formerly owned by Southern Pacific Railroad Company and described in a Deed recorded in Volume 108, O.R., page 206 of Yolo County Records.

Lots 4,5,6,7,8,15,16,17 and 18 of the Tancred Subdivision as shown on a map filed for record in Map Book 2, page 42, Yolo County Records.

Orva T. McGrew, John Westley and Thelma C. Hoover

Assessor's Parcels No. 18-420-01,03,13,14,19,& 20, 18-430-40,57,& 58, 18-600-07,08,09,14,16,17,& 18, 18-610-11,& 12

The West½ of the SW¼ and the SW¼ of the NW¼ of Section 5; all of Section 6; the North½, the SE¼, the NE¼ of the SW¼ and Lots 3 and 4 of Section 7; the NW¼ of the NW¼, the South½ of the North½, the North½ of the South½ and the South½ of the SW¼ of Section 8; Lots 1 and 2 of Section 9; the NW¼ of the NE¼ and the North½ of the NW¼ of Section 17; the North½ of the NE¼, the NW¼ and S½ of the NW¼, and the SW¼ of Section 18; and Lot 1 of Section 19, all in T11N, R3E, M.D.B.& M., and all of Section 1; the East½ of Section 2; the East½ of the NE¼ of Section 11, all of Section 12; the North½, the SE¼, and East½ of the SE¼ of Section 13; and the North½ of the NE¼ and NE¼ of the NW¼ of Section 24; all in T11N, R4W, M.D.B.& M.

BOOK 933 PAGE 421

ADDITION TO
A-E-51

Reva Y. Cook, Charles A. Leathers, and Velma B. Mahoney

Assessor's Parcel No. 19-532-03

The North 103.186 acres of the SE¼ of Section 20, T11N, R2E, M.D.B.& M.

Ray L. Baird

Assessor's Parcels No. 19-460-22,29,& 30

The NE¼ of the SW¼ and the West 35 acres of the NW¼ of the SE¼ of Section 22, T11N, R2E, M.D.B.& M.

Ernestine B. Schueler

Assessor's Parcels No. 19-460-24& 25

The SE¼ of the SW¼ and the West 35 acres of the SW¼ of the SE¼ of Section 22, T11N, R2E, M.D.B.& M.

Karl Winkenhofer, Helen J. Winkenhofer, Charles Leathers and Elinor Leathers

Assessor's Parcel No. 19-532-04

The South 54.063 acres of the SE¼ of Section 20, T11N, R2E, M.D.B.& M.

Thomas L. Nix and Marianne Nix

Assessor's Parcel No. 19-542-01

The West 69.2 acres of the North 108.2 acres of the NE¼ of Section 29, T11N, R2E, M.D.B.& M.

BOOK 936 PAGE 422

Jane F. Reiff

Assessor's Parcel No. 19-542-03

The South 51.8 acres of the NW¼ and the North 80.03 acres of the SW¼ of Section 29, T11N, R2E, M.D.B.& M.

Joaquin Medina and Belmira Medina

Assessor's Parcel No. 19-542-06

The SW¼ of Section 28, T11N, R2E, M.D.B.& M.

Marajean Scarfe and Ann Leathers

Assessor's Parcel No. 19-542-07

The NE¼ of Section 28, T11N, R2E, M.D.B.& M.

Wesley P. Reiff

Assessor's Parcels No. 19-542-09, 11,12,& 18

The S½ of the SE¼ of Section 28; the E½ of the W½ and the E½ of the NW¼; the NE¼ and the N½ and the East 28.09 acres of the S½ of the SE¼ of Section 33, all in T11N, R2E, M.D.B.& M.

Ann Baird Weider

Assessor's Parcel No. 19-551-01

The N½ of the NW¼ of Section 27, T11n, R2E, M.D.B.& M.

Isabella Woods Bouton

Assessor's Parcels No. 19-551-07, 08, & 09

Lots 3,4,5, and 6 of the T.F. Laugenour Estate Lands as designated on a map filed for record in Maps and Surveys Book 4, page 43, of Yolo County Records.

BOOK 933 PAGE 423

ADDITION TO A-P-51 (Cont'd):

EXHIBIT "A" (CONT'D)

E. L. Wallace

Assessor's Parcels No. 19-460-26, 19-552-05,06,12,19,& 20, 19-590-22, 19-600-09

That 4.53 acre parcel in the SW¼ of Section 23, T11N, R2E, M.D.B.& M., beginning at the SW corner of said Section 23; thence East along the South line of said Section, 150 feet to the Westerly Right-of-way line of the Southern Pacific Railroad; thence N. 21° 26'E. along said Westerly Right-of-way line, 1050 feet; thence N. 88° 45'W. 349.7 feet to the West line of said Section; thence S. 0° 44' 30"W. along said the West line of said Section, 1000 feet to the point of beginning, Lots 1, 2, and 8 of the T.F. Laugenour Estate Lands as designated on a map filed for record in Maps and Surveys, Book 4, page 43, of Yolo County Records.

The E½ and the E½ of the W½ of Section 26 and all those portions of Sections 25 and 36 lying West of the Knights Landing Ridge Cut Drainage District Right-of-way; all in T11N, R2E, M.D.B.& M.,

All that portion of Section 23, T11N, R2E, M.D.B.& M., lying West of the Knights Landing Ridge Cut Drainage District Right-of-way and East of the Easterly Right-of-way line of the Southern Pacific Railroad.

The East½ of Section 35 and all that portion of the East½ of the NW¼ of said Section 35 lying East of Lots 8 and 9 of T.F. Laugenour Estate Lands as designated on a map filed for record in Maps and Surveys Book 4, page 43, of Yolo County Records.

Andrew J. Callens

Assessor's Parcels No. 19-600-01, 02, 03, & 06, 27-020-21,& 22

Lots 12 and 13 and Parcels 2 and 3 of the T.F. Laugenour Estate Lands as designated on a map filed for record in Maps and Surveys Book 4, page 43, of Yolo County Records.

The S½ of the N½ of the NW¼ of Section 34, T11N, R2E, M.D.B.& M.

BOOK 935 PAGE 124

ADDITION TO A-P-2:

Merlin J. Taber, Lorraine Ray Taber, Anne G. Taber and Merlin J. Taber, Jr.

Assessor's Parcels No. 21-720-09,10,11,& 12, 21-291-10

All that certain real property situate in the County of Yolo, State of California, more particularly described as:

A portion of Block "I" of Arnold and Gillig's Subdivision of the Rancho Canada de Capay as same appears of record in the office of the Recorder of Yolo County, more particularly described as follows:

Beginning at the SE corner of said Block "I" thence along the South line of said Block "I" N. 76° 00' 30"W., 1599.84 feet and N. 68° 00' 30"W., 1806.69 feet to the intersection with the center line of Yolo County Road No. 81 (being 40 feet in width): thence along the center line of said County Road No. 81 the following courses: N. 21° 43' 40"E., 3688.11 feet, N. 48° 12' 40"E., 264.43 feet, N. 71° 18' 10"E., 165.23 feet and N. 50° 38' 20"E., 229.25 feet to the center line of that certain 120 feet wide parcel described in that certain deed from Merlin Taber, et ux., to the State of California in Book 297 O.R. page 161 of Yolo County Records; thence along the center line of said parcel S. 85° 03' 20"E., 853.38 feet and along a curve to the left having a radius of 7000 feet a distance of 501.20 feet, the chord of which bears S. 87° 05' 20"E., 501.20 feet, to the East line of said Block "I"; thence S. 0° 14' 10"W., along said East line of said Block "I" 4765.00 feet to the point of beginning.

Excepting therefrom that strip of land 60 feet wide lying Southerly of and adjacent to said center line of said State Highway as described in said deed from Taber to the State of California.

Containing 255.61 acres of land, more or less.

A portion of Block "I" of Arnold and Gilligs Subdivision of the Rancho Canada de Capay as same appears of record in the Office of the Recorder of Yolo County, more particularly described as follows:

Beginning at the SW corner of said Block "I"; thence along the line common to Blocks "I" and "J" of said subdivision N. 42° 38' 40"E., 4592.15 to the center line of that certain 120 feet wide parcel described in that certain deed from Merlin Taber et ux, to the State of California in Book 297 O.R. page 161 of Yolo County Records; thence along said center line the following courses: S. 25° 52' 20"E., 397.62 feet, thence along a curve to the left, having a radius of 700 feet,

Addition to A-P-2 (Cont'd):

Merlin J. Taber, Harmon Ray Taber, Anne G. Taber & Merlin J. Taber, Jr.

(CON'T)

Assessor's Parcels No. 21-720-09,10,11,& 12, 21-291-10

a distance of 723.06 feet, the chord of which bears S. 55° 27' 50"E., 691.34 feet, and thence S. 85° 03' 20"E., 1207.87 feet to the intersection with the center line of County Road 81 (a 40 feet wide right of way); thence along said center line of said County Road 81 the following courses: S. 50° 38' 20"W., 229.25 feet, S. 71° 18' 10"W., 165.23 feet, S. 48° 12' 40"W., 264.40 feet and S. 21° 43' 40"W., 3688.11 feet to the South line of said Block "I"; thence N. 68° 00' 30"W., along said South line 3409.10 feet to the point of beginning.

Excepting therefrom the Southerly 60 feet of said 120 feet wide strip as described in said deed to the State of California, and that certain 6.68 acre parcel described in the deed from M.J. Taber et ux, to M.J. Taber, Jr., in Book 408 O.R. page 138 of Yolo County Records.

Containing 234.82 acres of land.

Beginning at a point on the Southerly line of the 120 foot right-of-way of State Highway 16 opposite Engineer's Station 183 + 69.67, said point also being N. 55° 56' 20"E., 4603.20 feet from a fence corner marking the SW corner of Block "I" of Arnold and Gilligs Subdivision of the Rancho Canada de Capay; thence from said point of beginning South 0° 56'50"E., 429.73 feet to an arroyo; thence along the arroyo, N. 88° 56' 40"E., 536.75 feet; thence N. 49° 12' 50"E., 405.42 feet and N.64° 16'E., 156.81 feet to the Southerly line of the above mentioned right-of-way; thence along the right-of-way line N. 85° 03' 20"W., 955.86 feet to the beginning of a curve; thence along a curve to the right radius 760 feet and central angle of 3° 00' 40" a distance of 39.95 feet to the point of beginning and containing 6.68 acres of land, more or less.

Beginning at a fence corner on the Easterly line of Block "J" of Arnold and Gilligs Subdivision of part of the Rancho Canada de Capay situated N. 42° 38' 40"E., 2600.50 feet from the Southeasterly corner of said Block "J" marked by the intersection of fence line; thence from said point of beginning N. 50° 10'W., along a fence line 1325 feet to the Westerly line of County Road No. 80; thence N. 42° 38' 40"E., along the Westerly line of County Road No. 80 and also along the Easterly line of the Cadenasso Colony, 2513.40 feet to the centerline of California State Highway No. 16; thence S. 41° 22'E., along the centerline of the highway and its produced tangent, 683 feet to the center of a ravine; thence down and along the center of the ravine the following courses and distances: S. 18° 30'E., 172 feet; S. 38° 20'E., 205 feet and S. 45°

Addition to A-b-2 (Cont'd):

Merlin J. Taber, Harmon Ray Taber, Anne G. Taber & Merlin J. Taber, Jr. (Cont'd)

Assessor's Parcels No. 21-720-09,10,11,& 12, 21-291-10

00'E., 291.30 feet to a point on the Easterly line of Block "J"; thence S. 42° 38' 40"W., along the line of Block "J", 234.85 feet to the center line of said State Highway at Engineer's Station 172 + 86.19; thence continuing along the Block line S. 42° 38' 40"W., 2015.15 feet to the place of beginning and containing 72.35 acres of land, more or less.

Excepting therefrom that portion thereof lying Northeasterly of the Southwesterly line of State Highway No. 16 where the same traverse the Northerly portion of said property. Containing 76.18 acres, more or less.

Subject to existing rights-of-way.

Charles H. Martin and Beverley N. Martin

Assessor's Parcel No. 21-720-08

Beginning at a point in the South line of Lot J of Arnold and Gillig Subdivision of a part of Rancho Canada de Capay, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, said point being N. 41° 44'E. 1286 feet from the SW corner of said Lot J, and extending thence N. 50° 30'W. a distance of 1326 feet to the point of intersection with the center line of a drainage ditch; thence N. 41° 44'E.,down and along the center line of said drainage ditch a distance of 1320 feet to the point of intersection with the West line of Lot 39 of the Cadenasso Colony Tract, produced Southerly; thence 50° 30'E 1326 feet to the point of intersection with the South line of first mentioned Lot J; thence South 41° 44'W., along the South line of said Lot J 1320 feet to the point of beginning and containing 40.14 acres of land, more or less.

Santi Properties, Inc.

Assessor's Parcel No. 21-720-03

Lot 40 of the Cadenasso Colony Tract as shown on the official plat thereof filed for record in Map Book 1, at page 29, of Yolo County Records.

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Addition to A-P-2 (Cont'd):

Nesorth M. Russell

Assessor's Parcel No. 21-720-04

The Southwesterly 22.79 acres of Lot 39 of the Cadenasso Colony Tract as shown on the Official Plat thereof filed for record in Map Book 1, page 29, Yolo County Records, being that portion of said lot lying Southeasterly of a line parallel with and 864 feet distant from the Southeasterly line of said lot, together with a 50 foot wide portion of former railroad right-of-way parallel and adjacent to the Northeasterly line of said 22.79 acre parcel.

Emerson W. Read and Louise Read

Assessor's Parcel No. 21-720-05

Tract beginning at the NW corner of Lot 39 of Cadenasso Colony Tract as shown on the Official Plat thereof filed for record in Map Book 1, page 29, of Yolo County Records; thence extending S. 50° 30'E., 1330.92 feet; thence S. 41° 44'W., 1375.10 feet; thence N. 50° 45'W., 680 feet to intersect with the center line of an arroyo; thence along the windings of said center line of said arroyo to intersect with the South line of the Cadenasso Colony Tract; thence N. 42° 45'E., along said South line, 1950 feet to the point of beginning.

Ruth H. Lufkin and Horace Lufkin

Assessor's Parcel No. 21-730-08

Lots 21 and 22 and the Southwesterly 240 feet of Lot 23 of Cadenasso Colony Tract as shown on the Official Plat thereof filed for record in Map Book 1, page 29, of Yolo County Records.

BOOK 935 PAGE 428

Addition to A-P-2 (Cont'd):

Milton Russell and Wilma Russell

Assessor's Parcel No. 21-740-08

PARCEL I: Blocks 23, 24 and 39 of Cadenasso and Colony, according to the official map thereof filed for record in the office of the Yolo County Recorder on July 13, 1892, in Book 1 of Maps, at page 29.

EXCEPTING THEREFROM the following:

(a) The southwesterly 3.4 acres of Block 23, as described in deed to Claude V. Alexander and wife, recorded March 17, 1944, in Book 197 of Official Records at page 306.

(b) The southeasterly 22.79 acres of Block 39, being that portion of said block lying southeasterly of a line which is parallel with the southeasterly boundary of said block and distant therefrom 864 feet (measured northwesterly along the northeasterly boundary of said block).

PARCEL II: A portion of the former railroad right of way bounding blocks 24 and 39 of Cadenasso and Colony according to the official map thereof filed for record in the office of the Yolo County Recorder on July 13, 1892, in Book 1 of Maps, at page 29, which portion is described as follows: COMMENCING at a point on the centerline of said right of way distant thereon 864 feet northwesterly from the intersection thereof with the southeasterly boundary of said Cadenasso and Colony, and extending thence southwesterly, parallel with the southeasterly boundary of Cadenasso and Colony, a distance of 50 feet, more or less, to the southwesterly line of said right of way; thence northwesterly along said right of way line to a point at right angles from Engineer's Station 529/00 of said right of way centerline; thence at right angles southwesterly 50 feet; thence continuing along the southwesterly line of said right of way, northwesterly to the intersection thereof with the northwesterly line of Block 24 of said Cadenasso and Colony; thence along the northeasterly projection of said block line, northeasterly 100 feet to the centerline of said right of way; thence along said centerline, southeasterly to the point of commencement.

Veda Han and Neva Spalding

Assessor's Parcel No. 21-740-09

Lot 25 of the Cadenasso Colony Tract as shown on the Official Plat thereof filed for record in Map Book 1, page 29, of Yolo County Records, together with a 125 foot wide strip of former railroad Right-of-way, parallel to the Southwesterly line of said Lot 25, 803 feet in length.

BOOK 935 PAGE 429

A-P-52:

Arleen Millsap Wiesner and Mildred Millsap Hansen

Assessor's Parcels No. 25-260-06,09,10,11, &12

Lot D of Zimmerman Lands as shown on plat thereof filed for record in Maps and Surveys Book 4, page 61, Yolo County Records and Lots 6,7,8,9, & 10 of Millsap Lands as shown on a map thereof filed for record in Maps and Surveys Book 4, page 68, Yolo County Records.

Twyla Jane Richter Thompson and Laura Macca Richter

Assessor's Parcel No. 25-240-31

That portion of the NE¼ of Section 2, T10N, R1E, M.D.B. & M., lying Southwesterly of the Southwesterly line of Interstate Highway 5 excepting that portion conveyed by Deed recorded February 28, 1928 in Book 116 of Deeds at page 206, Yolo County Records.

Dorothy E. Bigelow

Assessor's Parcel No. 25-310-01

Beginning at the NE corner of Lot B as shown and delineated on that certain may entitled, "Part of Dora Woodards Lands", on file and of record in the office of the County Recorder of Yolo County in Volume 5 of the Maps and Surveys at page 5; thence South 89° 47', West 825.8 feet; thence South 0° 22' East 1417.09; thence North 89°47' East 828.55 feet; thence North 29½° W. 1142.29 feet to an old monument; thence N 0° 24½' West 274.8 feet to the place of beginning and containing 26.90 acres of land.

J.H. Braden

Assessor's Parcel No. 25-240-22

The SW¼ of Section 2, T10N, R1E, M.D.B.&M.

BOOK 935 PAGE 430

A-P-52 (cont'd):

Irma Clark, John E. Jackson, Wells E. Jackson and Ruth E. Jackson

Assessor's Parcels Nos. 25-240-19,20,& 21 and 25-260-05

Lot 2 of Schindler Ranch Subdivision as shown on the map filed for record in Map Book 2, page 21, Yolo County Records and Lot B of Zimmerman Lands as shown on a plat thereof filed for record in Maps and Surveys Book 4, page 61, Yolo County Records.

Thelma Grant

Assessor's Parcel No. 25-240-28

All that portion of Lot 1 of the Schindler Ranch Subdivision, as shown on a map filed for record in Map Book 2, page 21, Yolo County Records, lying Southwesterly of the Southwesterly line of Interstate Highway 505.

J.H. Braden and Dorothy E. Braden

Assessor's Parcel No. 25-260-07

Lots 2,3,4, and 5 of Millsap Lands as shown on the map thereof filed for record in Maps and Surveys Book 4, page 68, Yolo County Records.

Book 935 Page 434

ADDITION TO PRESERVE 42 (A-P-42):

Edmund L. Levy, Rebecca H. Friedman and Samuel Morris

Assessor's Parcels No. 21-390-56,& 57, 21-480-06,07, &08

The SW¼ and the S½ of the SE¼ of Section 35, T10N, R2W, M.D.B.& M., and all of Section 2; the NE¼ of Section 3; the NE¼ of Section 11 and teh S½ and NW¼ of the NW¼ of Section 12, all in T9N, R2W, M.D.B.& M.

ADDITION TO A-P-23:

J. L. Peterson

Assessor's Parcel No. 21-292-01

All the property situate in the County of Yolo, State of California, described as beginning at a stone marking the base line of Arnold and Gilligs' Subdivision of a part of the Rancho Canada de Capay and the West line of Block B of said Subdivision; thence N. 0° 34'E., 3484.70 feet to the center line of Cache Creek; thence down and along said center line of Crache Creek S. 51° 42'E., 1188.45 feet; thence S. 38° 43'E., 546.0 feet; thence S. 46° 25'E., 1065.14 feet; thence S. 53° 50'E., 693.15 feet; thence S. 0° 04'E., 305.95 feet to the SW corner of the W.G. Duncan property as shown on the map of Mary E. Duncan estate filed in Maps and Surveys, Book 5, page 10, Yolo County Records; thence N. 57° 35'E., 1070.60 feet; thence S. 0° 34'W., 2939.10 feet to center of State Highway; thence along said highway S. 72° 49'W., 954.30 feet and S. 86° 33'W., 2627.20 feet; thence leaving said highway N. 0° 34'E., 1932.12 feet to the place of beginning and containing 309.75 acres of land.

Einer Peterson and Francis Peterson

Assessor's Parcel No. 21-292-16

Lots 4,5,6, & 7 of L.H. Taber's Subdivision of part of Block A, Arnold and Gilligs' Subdivision of part of Rancho Canada de Capay according to the Official Plat thereof filed for record in Map Book 1, page 19, Yolo County Records, together with a 2.12 acre tract of land located between said Lots 6 and 7 being formerly owned by the Southern Pacific Railroad Company.

BOOK 933 PAGE 432

ADDITION TO A-Y-23: (Cont'd)

Frank C. Knolle and Gladys E. Knolle

Assessor's Parcels No. 21-292-17, 21-760-13

Lots 1, 2, and 3 of L.H. Taber's Subdivision of part of Block A of Arnold and Gilligs' Subdivision of part of Rancho Canada de Capay according to the Official Plat thereof filed for record in Map Book 1, page 19, Yolo County Records.

Loren H. Taber and Ruth M. Taber

Assessor's Parcels No. 21-292-18, 19, & 20

A portion of Block A, Arnold and Gilligs Subdivision of a part of Rancho Canada de Capay, bounded on the North by lands now or formerly owned by John and Nancy Howard; on the East by Taber's Subdivision; on the South by the lands now or formerly owned by C.C. McMahon; and on the West by the lands now or formerly owned by J.W. Neilson. Said tract above described contains 106 acres, more or less.

Veda Han and Neva Spaulding

Assessor's Parcel No. 21-750-13

That portion of Block 35 of Cadenasso Colony, as shown on a map filed for record in Map Book 1, page 29, Yolo County Records, lying between the County Road and the arroyo and containing an area of 8 acres, more or less.

Marie I. DeKnikker and Alber O. DeKnikker

Assessor's Parcel No. 21-750-16

Lot 38 of Cadenasso Colony as shown on a map filed for record in Map Book 1, page 29, Yolo County Records.

Charles H. Martin and Beverly H. Martin

Assessor's Parcel No. 21-760-02

All that part of the East half of Lot of Block J of Arnold' and Gilligs' Subdivision of a part of Rancho Canada de Capay that lies Northeasterly of the Public Road and Highway running in a Southeasterly and Northwesterly course across said Block.

BOOK 933 PAGE 483

Addition to A-P-23 (Cont'D):

Dan F. Garrison and Nona M. Garrison

Assessor's Parcel No. 21-292-21

Beginning at a 1½ inch iron monument marking the corner common to lots 1. J. and P. of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay and extending thence South down and along the East line of Lot 1, a distance of 4677.5 feet to the point of intersection with the center line of the county road leading from Capay to Rumsey; thence North 84° 40' West up and along the center line of the last mentioned county road, a distance of 1696.7 feet; thence North 20° 29' 15" East, a distance of 4825.2 feet to the point of beginning.

Maurice C. Wood

Assessor's Parcel No. 21-292-11

All that property situate in the County of Yolo, State of California, described as beginning at a point which is S. 89° 26'E., 3528 feet and N. 0° 34'E., 329 feet from a stone monument marking the intersection of the Base line of the West boundary of Block "B' of Arnold and Gilligs' Subdivision of a part of Rancho Canada de Capay said point of beginning also being described as a point on the Westerly line of the Elmer Wood property as same is shown on the Map of the Mary E. Duncan Estate filed in Maps and Surveys Book 5, page 10, and lying N. 0° 34'E., 329 feet from the Base Line of the Arnold and Gilligs Subdivision; thence from said point of beginning S. 89° 26'E., 830 feet; thence N. 01° 09'E., 1708.40 feet to the center of Cache Creek; thence S. 57° 28'W., up and along the center of Cache Creek 1051.47 feet; thence S. 0° 34'W., 1153.80 feet to the point of beginning,

and containg 27.61 acres, more or less.

BOOK 835 PAGE 434

Addition to A-P-23 (Cont'd):

Roy W. Duncan

Assessor's Parcels No. 21-292-14 & 15

That portion of the following described property lying North of the Clear Lake Water Company Canal: Tract beginning in the center of the old S.P.R.R. right of way, 3528 feet East and 557.2 feet South from a stone monument marking the intersection of the base line of Arnold and Gilligs Subdivision of a part of the Ranch Canada de Capay with the West boundary of Lot B of said Subdivision and run thence N. 79° 55'E. a distance of 1069.3 feet; thence S. 15.25 feet; thence S. 79° 55'W. 1069.3 feet; thence N. 1525 feet to the pt. of beginning, Contg. 0.368 acres. Tract beginning at a pt. which is 3528 ft. E. and 557.2 ft. S. of a stone monument marking the intersection of the base line of the Arnold and Cillig Subdivision of a part of the Rancho Canada de Capay and the W. boundary of Block "B' of said Sub, and run thence N. 79° 55'E. along the old center line of the S.P.R.R. right of way, a distance of 837.5 ft; thence N. 15.25 ft; thence S. 79° 55'W., a distance of 837.5 ft; thence S. 15.25 ft. to pt. of beginning and is also on the boundary line between R.I. Duncan and Wyatt G. Duncan Lands, and run thence along last mentioned bdy. line S. 0° 35'W. 412.6 feet to center line of the S.P.R.R. tracks, thence N. 79° 55'E. along the center line of said tracks 827 feet; thence N. 0° 40'E. to and along a line fence and its projections 2650 feet, more or less, to center line of Cache Creek; thence up and along the center line of said Cache Creek to a pt. which is N. 0° 35'E. from the pt. of beginning; thence S. 0° 35'W. 2037.4 feet more or less, to the pt. of beginning, being a part of Block "C" of said Subdivision, exclusive of the Nly 50 ft. of the Railroad right of way., contg. 47 acres.

A strip of land 50 ft. wide lying Nly of and adjacent to the located center line of the S.P.R.R. Right of way, where the same is located thru the lands formerly owned by B.F. Duncan, being more particulary described in Deed 165 of official Records, at page 222., contg. 0.92 acres.

Jack H. Wyatt

Assessor's Parcel No. 21b-760-03

A tract of land in Lot J of Arnold & Gillig's Subdivision of a part of Rancho Canada de Capay, as said Lot J appears on Map filed for record in the Recorder's Office, Yolo County, California, on the 17th day of May, A.D. 1859, at 15 minutes past 12 o'clock M. by John Gillig, and more particularly described as follows:

BEGINNING at a point on the Northeast boundary line of said Lot J and South 47 deg. 15' East 1343 feet from the most Northerly corner thereof and running thence along the boundary line of Lot J North 47 deg. 15' West 1343 feet to the most Northerly corner of Lot 3; thence South 42 deg. 57' West 4129 feet to the most Northerly corner of Lot 41 of Cadenasso Colony Tract as shown on Map filed for record in the Recorder's Office of Yolo County, California, on July 15, 1892, at 1:00 P.M.; thence leaving the boundary line of said Lot J and following the boundary line of said Lot 41 in a Southeasterly direction 1340 feet, more or less, to the most Easterly corner of Lot 41; thence leaving the boundary line of said Lot 41 and running in a Northeasterly direction 4306 feet, more or less, to the place of beginning, containing 129 acres, more or less, according to survey made in October, 1921, by R. L. Hunter, Surveyor and Edith Eaglesam, which survey is on record in the office of the County Recorder of Yolo County, California.

BOOK 336 PAGE 433

ADDITION TO A-P 3:

George Weiss and Wilma J. Weiss

Assessor's Parcel No. 19-382-32

The S½ of the NW¼ of Section 36, T11N, R1E, M.D.B.&M.

George B. Weiss, Jr. and Bonnie D. Weiss

Assessor's Parcel No. 19-382-49

The East 36.31 acres of the S½ of the NW¼ of Section 35, T11N, R1E, M.D.B. &M. being Parcel "A" as shown on Record of Survey filed for record in Maps and Surveys Book 3, page 60, Yolo County Records.

George Weiss

Assessor's Parcel No. 19-382-28

The S½ of the NE¼ of Section 35, T11N, R1E, M.D.B. & M.

Leo L. Weiss and Helen Weiss

Assessor's Parcel No. 19-382-27 & 30

The N½ of the NE¼ of Section 35, T11N, R1E, M.D.B.& M. and that portion of the S½ of the SE¼ of said Section 35 lying Easterly of the Southern Pacific Railroad Company Right-of-way.

BOOK 935 PAGE 430

ADDITION TO A-P 3 Cont'D:

Wells Fargo Bank, Agent for Phillip Williams

Assessor's Parcel No. 19-382-36

The S½ of the E2/3 of all that part of the NE¼ of Section 30, T11N, R1E, M.D.B.& M. which remains after excluding from said Quarter Section on that portion occupied by Public Roads and Mary's Cemetaxyras the same existed on March 30, 1927.

Lela Kergel and Joseph A. Kergel

Assessor's Parcels No. 19-382-10 & 42

The N½ and SW¼ of the SW¼ of Section 26 and the N½ of the NW¼ of Section 35, T11N, R1E, M.D.B.& M.

Elwyn R. Richter

Assessor's Parcel No. 19-382-04

All that portion of the N½ of the SE¼ of Section 27, T11N, R1E, M.D.B.& M. lying East of the Southern Pacific Railroad Company Right-of-way.

Estate of Kate M. Richter, c/o Elwyn R. Richter, Executor for the Estate of Kate M. Richter

Assessor's Parcels No. 19-382-02 & 05

All that portion of the S½ of the SE¼ of Section 27, T11N, R1E, M.D.B.& M. lying East of the Railroad Right-of-way running through said section and all that portion of the N½ of the N½ of Section 34, T11N, R1E, M.D.B.& M. lying East of the Railroad Right-of-way excepting a parcel described as beginning at a point on the line common to Sections 34 and 35, T11N, R1E, M.D.B.& M. said point being marked by a 3/4 inch iron bolt situate S.0° 09'E. 1324.55 feet from the NE corner of said Section 34, and running thence from said point of beginning N. 89° 44'W. 338.50 feet to a point on the Easterly line of the Southern Pacific Railroad Right-of-way; thence along said Right-of-way line N. 40° 24'W. 675.00 feet; thence leaving said Right-of-way line S. 89° 44'E. 184.57 feet; thence S. 40° 24'E. 490.43 feet; thence S. 89° 44'E. 273.19 feet to a point on said line common to Sections 34 and 35; thence S. 0° 09'E. along said line 140.00 feet to the point of beginning.

BOOK 935 PAGE 437

ADDITION TO A-P 3 Cont'd:

Earl K. Hatcher and Venus V. Hatcher

Assessor's Parcels No. 19-382-13,14,& 31

The East 1026 feet of the SE¼ of Section 26 and the N½ of the NW¼ of Section 36, T11N, R1E, M.D.B.& M.

Wells Fargo Bank, Trustee under will of E.L. Peckman

Assessor's Parcel No. 19-382-12

The Westerly 98.44 acres of the SE¼ of Section 26, T11N, R1E, M.D.B.& M.

Frances H. Chaney and Bruce M. Baker

Assessor's Parcel No. 19-382-29

The N½ of the SE¼ of Section 35, T11N, R1E, M.D.B.& M.

Wells Fargo Bank, Trustee under will of E.L. Peckman & Agent for Phillip P. Williams

Assessor's Parcels No. 19-382-35 & 36

The W1/3 and the N½ of the E2/3 of all that part of the NE¼ of Section 36, T11N, R1E, M.D.B.& M. which remains after excluding from said Quarter Section all that portion occupied by Public Roads and Mary's Cemetary, as the same existed on March 30, 1927 excepting therefrom that 1 acre conveyed to Mary's Cemetary by deed recorded in Book 72 O.R. page 456 Yolo County Records.

Estate of Kate M. Richter, c/o Elwyn R. Richter, Executor for the Estate of Kate M. Richter

Assessor's Parcel No. 19-541-12

The S½ of the SW¼ of Section 29, T11N, R2E, M.D.B.& M. excepting therefrom the South 375 feet of the West 375 feet.

BOOK 935 PAGE 438

ADDITION TO A-P 3 (Cont'd):

Mary Alice Frazier

Assessor's Parcel No. 19-541-11

The N½ of the SW¼ of Section 29, T11N, R2E, M.D.B.& M.

Wesley P. Reiff

Assessor's Parcels No. 19-541-05 & 15

The NE¼ of Section 31, T11N, R2E, M.D.B.& M., and a 10 acre tract of land beginning at a point 30 feet North of the SE corner of the SW¼ of Section 30, T11N, R2E, M.D.B.& M., and running thence West 39 and 43/160 rods; thence North 40 and 3/4 rods; thence East 39 and 43/160 rods; thence South to the point of beginning.

Laura M. Richter and Twyla Jane Richter Thompson

Assessor's Parcel No. 25-240-10

That portion of the E½ of Section 2, T10N, R1E, M.D.B.& M., lying Northeasterly of the Southern Pacific Railroad Right-of-way.

Wetzel Brothers

Assessor's Parcel No. 19-541-23

The N½ of the NW¼ of Section 31, T11N, R2E, M.D.B.& M.

Mary Alice Frazier

Assessor's Parcel No. 19-541-13

The South 375 feet of the West 375 feet of the SW¼ of Section 29, T11N, R2E, M.D.B.& M.

BOOK 835 PAGE 430

ADDITION TO A-P 3 (Cont'd):

Alfred W. Cruickshank, Jr. and Sheila E. Cruickshank

Assessor's Parcel No. 19-531-26

The S½ of the SE¼ of Section 19, T11N, R2E, M.D.B.& M.

Alfred W. Cruickshank, Jr. and Sheila E. Cruickshank

Assessor's Parcel No. 19-541-25

That 74.89 acre parcel described as beginning at the Section corner common to Sections 19,20,29, & 30, T11N, R2E, M.D.B.& M.; thence N. 89° 58'W., along the North line said Section 30, 343.2 feet; thence S.0° 01'W. 2646.9 to a point on the Quarter Section line running through the center of Section 30; thence N. 89° 59'E., along said Quarter Section line, 343.2 feet to the Quarter corner common to Sections 29 & 30; thence S. 89° 48' 30"E., along the Quarter Section line through the center of Section 29, 887.73 feet, thence N. 0° 04'E. 2650.1 feet to the North line of Section 29; thence S. 89° 58'W., along said North line of Section 29, 889.80 feet to the point of beginning.

Jane E. Reiff

Assessor's Parcel No. 19-541-32

The N½ of the NW¼ of Section 32, T11N, R2E, M.D.B.& M.

BOOK 933 PAGE 440

Addition to A-P-12:

Clemence S. Graf

Assessor's Parcels No. 30-030-11,12,16&,29, 30-210-09

The SE¼ of Section 8; The SW¼, the W½ of the SE¼, and the S½ of the SE¼ of the SE¼ of Section 9; the NW¼ of Section 16; the North½ and SE¼ of the NE¼ of Section 16; and the E½ of the SW¼ of the NE¼ of Section 16, M.D.B.& M. excepting a portion of the SW¼ of the NE¼ of Section 16, T9N, R1W, M.D.B. &M. described as follows;

Beginning at a point that bears S. 89° 54' 06"E. 661.14 feet from a fence post marking the center of said Section 16, as said fence post is shown on that certain Record of Survey filed in Maps and Surveys, Book 7, page 76, Yolo County Records; thence, from said point of beginning, S. 89° 54' 06"E. 520.94 feet; thence N. 2° 17' 35"E. 530.84 feet; thence N. 86° 39' 58"W. 545.65 feet; thence S. 0° 15' 38"E. 561.26 feet to the point of beginning and containing 6.680 acres more or less.

Alfred J. Graf

Assessor's Parcel No. 30-180-07

The NE¼ of Section 17, T9N, R1W, M.D.B.& M.

Barbara J. Thomas

Assessor's Parcel No. 30-210-01

The NW¼ of Section 16, T9N, R1W, M.D.B.& M.

Mildred Cook Jordnex, Virginia Cook Whitemore, Ramona Allen McIntyre and Suzanne Allen Harvey

Assessor's Parcel No. 31-010-06

The NW¼ of Section 10, T8N, R1W, M.D.B.& M.

BOOK 935 PAGE 441

Addition to A-P-12 (Cont'd):

Vernon S. Johnston

Assessor's Parcel No. 31-010-07 & 46

The SW¼ of Section 3 and the South 120.03 acres of the SE¼ of Section 10, lying West of State Highway 90, all in T8N, R1W, M.D.B.& M.

Clara Robinson and Jessie Robinson

Assessor's Parcel No. 31-010-47

The North 441.5 feet of the SE¼ of Section 10, T8N, R1W, M.D.B.& M. lying West of State Highway 90.

Richard E. Rominger, Mary E. Rominger, Donald A. Rominger, and Shirley F. Rominger

Assessor's Parcel No 31-010-01

The S½ of the SW¼ of Section 10, T8N, R1W, M.D.B.& M.

John H Griffin

Assessor's Parcels No. 21-540-47, 38-010-02

The SE¼ of Section 34, T9N, R1W, M.D.B.& M. and the NE¼ of Section 3, T8N, R1W, M.D.B.& M. lying West of State Highway 90.

Jack R. Vest

Assessor's Parcel No. 21-540-05

The S½ of the NW¼ of Section 34, T9N, R1W, M.D.B.& M.

BOOK 935 PAGE 412

EXHIBIT "A" (CONT'D)

A-P-53:

M. F. Mixon, Jr., Attorney in Fact for Hester Mixon, Hazel Hollingsworth and Helen Schluer

Assessor's Parcel No. 19-291-03

All that portion of the N½, the N½ of the S½, and the SW¼ of the SW¼ of Section 2, T11N, R1W, M.D.B.& M. lying West of State Highway 90.

ADDITION TO A-P-28:

William J. Tauzer

Assessor's Parcel No. 24-170-14

The N½ of the SW¼ of Section 23, T9N, R2E, M.D.B.& M.

Joe Heidrick and Edith Heidrick

Assessor's Parcel No. 24-170-07

The SE¼ and the S½ of the NE¼ of Section 14, T9N, R2E, M.D.B.& M.

Ann Schuler

Assessor's Parcel No. 24-170-16

The NE¼ of Section 23, T9N, R2E, M.D.B.& M.

ADDITION TO A-P-20 Cont'd:

George M. Tauzer

Assessor's Parcel No. 24-170-24

The SE¼ of Section 23, T9N, R2E, M.D.B.& M. excepting therefrom a portion of the SE¼ of Section 23, T9N, R2E, M.D.B.& M., which portion is described as follows:

The North 264.53 ft. of the following described property:

Commencing at a pt. on the E. line of said Section 23, distant thereon 3244 ft. S. from the NE corner of said section; thence from said pt. of commencement W. at a right angle to said Section line, a distance of 247.00 ft; thence N. at a right angle, a distance of 604.00 ft. to the N. line of said SE¼ of Section 23; thence E. along said Quarter Section line, a distance of 247.00 ft. to the Quarter corner; thence S. along the Section line, a distance of 604.00 ft. to the pt. of commencement; and

A portion of the SE¼ of Section 23, T9N, R2E, M.D.B.& M. which portion is described as follows:

Commencing at a pt. on the E. line of said Section 23, distant thereon 3244 ft. S. from the NE corner of said Section; thence from said pt. of commencement W. at R/A to said Section line, a distance of 247.00 ft.; thence N. at a R/A, a distance of 604.00 ft. to the N. line of said SE¼ of Section 23; thence E. along said Quarter Section line, a distance of 247.00 ft. to the Quarter corner; thence S. along the Section line, a distance of 604.00 ft. to the pt. of commencement.

Excepting therefrom the North 264.53 ft. thereof.

Edwin G. Tauzer

Assessor's Parcel No. 24-250-11

The NW¼ of Section 25, T9N, R2E, M.D.B.& M.

John H. Beckman

Assessor's Parcels No. 24-250-32 & 33

The SW¼ of Section 25 and the SE¼ of Section 26, T9N, R2E, M.D.B.& M.

BOOK 935 PAGE 444

ADDITION TO A-P-28 (Cont'd):

Thomas J. Kelly and Margaret N. Kelly

Assessor's Parcel No. 24-250-63

The E 1/2 of the E 1/2 of the SW 1/4 of Section 26, T 9 N, R 2 E, M.D.B.& M.

Robert G. Tauzer and Dolores Irene Tauzer

Assessor's Parcel No. 24-170-15

The S½ of the SW¼ of Section 23, T9N, R2E, M.D.B.& M.

Investment Operating Corporation

Assessor's Parcels No. 24-100-19, 24-170-08 & 18, 24-180-01 & 02,03,04,05,06, & 07, 24-190-01,02,05, & 06, 24-260-04,05, &16, 24-270-02, 05,07,& 08, 24-500-02, 06,07, & 12, 24-510-03, 05, 08, & 09, 27-132-13 & 15

All of Sections 12, 13, and 18, T9N, R2E, M.D.B.& M. and all of the West ½ of Section 14 lying West of the center line of Tule Canal; all of Sections 15, 16, 17, 18, 19, 20, 21, & 22; the West ½ of Section 23; the West ½ of Section 26, excepting the South 200 acres; all of Sections 27 & 28; the East½ of Section 29; the East½ of Section 33; the North½ and the SW¼ of Section 34; all that portion of Section 3 lying West of the center line of Tule Canal; all of Section 4; all of Section 5 lying East of the West levee of the Yolo By Pass; all of Sections 7,8 & 9; all of Section 10 lying West of the center line of Tule Canal; all in T9N, R3E, M.D.B.& M.; and all those portions of Sections 32 and 33, T10N, R3E, M.D.B.& M., lying South of the Right-of-way of Interstate Highway 5; East of the West levee of the Yolo By Pass and West of the centerline of Tule Canal.

BOOK 935 PAGE 415

ADDITION TO A-P-42:

Don Branigan, Dorothy Branigan, John W. Wirth and Judy Wirth

Assessor's Parcel No. 21-690-06

The S½ of the SW¼ of Section 28 and all that portion of the SE¼ of said Section 28 lying South of a line beginning at a point S. 2° 30'E. 717 feet from the center of said Section and running N. 83° 15'E. 467 feet; thence N. 87° 15'E 2128 feet, more or less, to the East line of Section 28, all in T10N, R2W, M.D.B.& M.

A-P-54:

Investment Operating Corporation

Assessor's Parcels No. 27-132-12 & 14

All those portions of Section 32 and 33, T10N, R3E, M.D.B. &M., lying North of the Right-of-way of Interstate Highway 5; East of the West levee of the Yolo By Pass and West of the center line of Tule Canal.

ADDITION TO A-P-9:

Roger N. Zane and Ruth Zane

Assessor's Parcel No. 37-050-01 & 02

The NW¼ of Section 12, T8N, R3E, M.D.B.& M.

A-P-55:

Wells Fargo Bank as Trustee of the Estate of Jeanette Merrit Dunbar, deceased.

Assessor's Parcels No. 21-100-04 & 10

That 403 acre, more or less, portion of the 605.73 acre parcel as shown on that certain map filed for record in Book 8, of maps, at page 69 of Yolo County Records, lying East of the Easterly line of the Department of Public Works 1955 survey from Solano County Line to 2-3/4 miles North of Madison, Road 111-YOL-40-B.

BOOK 935 PAGE 440

ADDITION TO A-P-41:

Wesley P. Reiff

Assessor's Parcels No. 18-350-02, 18-360-12

The NE¼ of Section 9 and the NW¼ of Section 10, T11N, R2W, M.D.B. &M.

ADDITION TO A-P-12:

Helen Chick

Assessor's Parcels No. 21-530-01,50 & 58

The East ½ of Section 22, T9N, R1W, M.D.B. & M., and an 8.29 acre parcel of land described as beginning at a point 20 feet North of the Quarter corner common to Sections 22 and 27, T9N, R1W, M.D.B. & M.; and running thence North 875.7 feet; thence S. 57° 08'W. 205.8 feet; thence S. 37° 22'W. 907.1 feet; thence S. 31° 06'E. 43.2 feet; thence S. 89° 30'E. 701.1 feet to the point of beginning.

Helen Chick

Assessor's Parcels No. 21-530-17, 55, 56, & 57

All of Section 23 and the W½ of Section 24, T9N, R1W, M.D.B.&M.

ADDITION TO A-P-5:

Isabella Woods Bouton

ASSESSOR'S PARCEL NUMBERS

27-280-03-1 as to a portion of the following described property.
27-260-01-1 as to a portion of the following described property.

DESCRIPTION

Lot 15 of the T. F. Laugenour Estate lands as said lot is so designated and delineated upon the map or plat thereof on file and of record in Maps and Surveys 4, page 43, in the office of the County Recorder of Yolo County, California, and the following parcel beginning at a 3/4 inch iron rod marking the Northwest corner of Section 9, Township 10 North, Range 2 East, M. D. B. & M., and extending thence South 0° 36' East 520.96 feet down and along the West line of said Section 9; thence North 89° 24' East 1312 feet to a 1¼" x 36" iron rod; thence North 3° 01' West, 494.05 feet to a 1¼" x 36" iron rod marking the point of intersection with the North line of said Section 9; thence on and along the same course 2045.69 feet to a concrete monument; thence on and along the same course 3125.92 feet to a 2" pipe in the North line of Section 4, abovementioned Township and Range; thence South 89° 57' West, 1320 feet to a concrete monument marking the Northeast corner of the D. F. Diggs Estate lands; thence South 3° 00' East 5242 feet down and along the East line of said Diggs lands to a concrete monument; thence on and along the same course 14.04 feet; thence East 30.55 feet to the point of beginning and containing 220.55 gross acres, more or less.

BOOK 935 PAGE 447

A-P-56:

Dwyer-Linhon, a Partnership.

Assessor's Parcels No. 16-040-07, [illegible] & 10, 16-100-09 & 15, 16-120-02 & 04

That certain parcel of real property situated in the County of Yolo, State of California, located in Reclamation District No. 307, and particularly described as follows:

Those parts of Swamp Land Surveys Nos. 1158, 1041, 337, 1106, 277, 333, 411, and 1079 of Yolo County Records, described as follows:

Beginning at the Northeast corner of Swamp land Survey No. 1158, said point is located on the South line of projected Section 16, T7N, R4E, M.D.B.& M., and on the intersection of the center line of Reclamation District No. 307 main drainage canal with an East and West drainage canal known as E-1 from which point the projected section corner common to Sections 15-16-21 and 22, T7N, R4E, M.D.B.& M., bears N. 89° 12'E., 4070.79 feet, and running from said point of beginning along the center line of said Reclamation District No. 307 main canal, and along the East line of said Swamp Land Survey No. 1158, S. 0° 32' 50"W., 4326.30 feet to a point on the North line of Reclamation District No. 307 borrow pit, known as Winchester Lake, thence N. 56° 36'W., 3678.84 feet; thence N. 59° 38'W., 1028.28 feet to a point on the boundary line common to the lands now or formerly owned by Laverence Jacinto, et ux, on the West and the lands of Dwyer & Cowell on the East; thence along said boundary line N. 5433.55 feet to the NE corner of said Jacinto lands; thence along the North line of said Jacinto lands, S. 89° 15' 10"W., 811.07 feet to a point on the fence line marking the boundary line common to the lands of Jacinto and the lands now or formerly owned by Mabel Olson and Grace L. Cave to the West, and the lands of Dwyer & Cowell to the East; thence along said fence line, N. 0° 09' 10"E., 1586.35 feet to its intersection with a fence line running West, marking the South line of Swamp Land Survey No. 351; thence along the South line of said Swamp Land Survey No. 351, S. 89° 45'E., 277.20 feet to the SE corner of said Swamp Land Survey No. 351; thence along the line common to Swamp Land Surveys Nos. 351 and 277, N. 32° 30'W., 515.46 feet; thence N. 59° 00'W., 384.78 feet; thence S. 73° 15'W., 680.54 feet; thence N. 71° 30"W., 317.78 feet to a point on the center line of a drainage canal, and to the division line common to the lands now or formerly owned by Lizzie N. Glide to the NW and the lands of Dwyer & Cowell to the Southeast; thence along the center line of said drainage canal and along said division line, N. 43° 47'E., 2162.61 feet, and N. 46° 18' 40"E., 577.25 feet, and N. 45° 40'E., 2198.84 feet to the

BOOK 333 PAGE 65

Westerly right of way line of the Sacramento Northern Railway, as the same was conveyed by a deed dated July 30, 1928, and recorded October 22, 1928 in Book 118 of Deeds at page 135, by William P. Dwyer, et al, to the Sacramento Northern Railway, a corporation; thence along said Westerly right of way line, S. 22° 36' 30"E., according to the meridian of this survey or S. 22° 54' 30"E., according to the meridian of the Sacramento Northern Railway's survey, a distance of 3305.52 feet; thence on a curve to the right on an arc of 2824.83 feet radius, said arc being subtended by a chord bearing S. 15° 46' 15"E., 672.69 feet, to a point on the Westerly projection of the center line of a farm road extending easterly from Argenta station; thence along the center line of said farm road, N. 84° 10' 50"E., 1070.53 feet, from which point the projected section corner common to Sections 9-10-15 & 16, T7N, R5E, bears South 467.64 feet, and East 4334.21 feet; thence South 467.64 feet, to the South line of said Section 9, and to the South line of Swamp Land Survey No. 411, and continuing South, through Swamp Land Surveys Nos. 1079 and 1041, a distance of 5295.15 feet making 5762.79 feet in all to the North line of said Swamp Land Survey No. 1158, and along the South line of said projected Section 16, N. 89° 12'E., 297.64 feet to the point of beginning.

Excepting therefrom that portion thereof described in a deed from William P. Dwyer, et al, to the Sacramento Northern Railway, a corporation, dated July 30, 1928, and recorded October 22, 1928, in Book 118 of Deeds at page 135, described as follows:

A strip of land 80 feet wide and a strip of land 120 feet wide lying along each side of the center line of the Sacramento Northern Railway, over and across a portion of Swamp Land Surveys Nos. 411, 337, and 1041, in Reclamation District No. 307, the said 80 foot strip of land lying 40 feet on each side of the center line of said Sacramento Northern Railway and the said 120 feet strip of land lying 80 feet on the westerly side of said center line, and 40 feet on the easterly side of said center line, the center line of which is described as follows:

Beginning at a point on the center of said Sacramento Northern Railway where the same is intersected by the center line of a farm road running Easterly from Argenta station, from which point the projected section corner common to Sections 9-10-15 & 16, bears N. 84° 10' 50"E., 1030.53 feet and S. 467.64 feet and E. 4334.21 feet and running from said point of beginning along said center line, on a curve to the

BOOK 6549 PAGE 369

A-P-56 (Cont'd):
Dever-Lisbon Ranch, a Partnership (Cont'd)
Assessor's Parcels No. 16-040-07, & 10, 16-100-09, & 15, 16-120-02, & 06

right on an arc of 2864.83 feet radius, said arc being subtended by a chord bearing S. 4° 22'E., 452.36 feet; thence S. 0° 12'W., 7783.96 feet to the end of the 80 foot strip; thence on a curve to the right on an arc of 1909.92 feet radius, said arc being subtended by a chord bearing S. 12° 06' 10"W., 790.0 feet more or less to the Southerly boundary of the above described tract and containing 17.45 acres more or less.

Also excepting therefrom, a strip of land for station reservation lying on the Easterly side of and adjacent to the Easterly right of way line of said Sacramento Northern Railway, described as follows:

Beginning at a point on the Easterly right of way line at Engineers Station 177+70 from which point the projected section corner common to Sections 9-10-15 & 16 bears N. 8° 50'W., 19.59 feet, to the center line of a farm road extending Easterly from Argenta Station and N. 84° 10' 50"E., 990.47 feet, and South 467.64 feet, and East 4334.21 feet, and running from said point of beginning S. 89° 48'E., 182.88 feet; thence S. 0° 12'W., 993.42 feet; thence N. 89° 48'W., 150.0 feet to a point on the Easterly right of way line; thence along the Easterly right of way line N. 0° 12'E., 562.62 feet; thence on a curve to the left on an arc of 2904.84 feet radius, said arc being subtended by a chord bearing N. 4° 09'W., 437.0 feet to the place of beginning and containing 3.55 acres, more or less.

The tract of land described after deducting the areas of the exceptions contains 980.86 acres more or less.

That portion of Swamp Land Survey No. 383, Yolo County Records, located in projected Section 22, T7N, R4E, M.D.B.& M., and in Reclamation District No. 307, described as being the most easterly 23.21 acres of Swamp Land Survey No. 383, described as follows:

Beginning at the NE corner of said Swamp Land Survey No. 383 from which point the NE corner of said projected Section 22, T7N, R4E, M.D.B.& M., bears N. 89° 12' E., 1216.38 feet, and running from said point of beginning along the boundary common to Swamp Land Surveys Nos. 383 and 313, S. 9° 24'E., 2710.29 feet to the low water mark of the Sacramento River; thence meandering downstream S. 69° 40'W., 420.32 feet; thence N. 7° 57' 30"W., 2842.51 feet to a point on the North line of said Swamp Land Survey No. 383, and to the North line of said Section 22,

BOOK 933 PAGE 450

A-P-56 (Cont'd):

Dwyer-Lisbon Ranch, a Partnership (CON'T),

Assessor's Parcels No. 16-040-07, [illegible] & 10, 16-100-09 & 15, 16-120-02 & 04

said point being located on the intersection of the center line of Reclamation District No. 307 drainage canals known as E-1, and N-4; thence along the North line of said Swamp Land Survey No. 383, and along the North line of said Section 22, N. 89° 12'E., 345.06 feet to the point of beginning.

That portion of Swamp Land Survey No. 1160, Yolo County Records, located in projected Section 15, T7N, R4E, M.D.B.& M., described as follows:

Beginning at the intersection of the center line of Reclamation District No. 307 drainage canals known as E-1 and N-4, said point being located on the South line of said projected Section 15, from which point the Southeast corner of said projected Section 15, bears N. 89° 12'E., 1561.44 feet and running from said point of beginning along the center line of said drainage canal known as N-4 N. 14° 40'E., 279.77 feet to the Southwest corner of Swamp Land Survey No. 270, South 75° 29' 30"E., 248.42 feet; along the boundary common to Swamp Land Survey Nos. 1160 and 313, S. 9° 24'E., 286.37 feet to the Southeast corner of said Swamp Land Survey No. 1160, and to the Northeast corner of Swamp Land Survey No. 383; thence along the South line of said Swamp Land Survey No. 1160, S. 89° 12'W., 345.06 feet to the point of beginning and containing 1.60 acres more or less.

A-P-57:

Irma Sue Schlieman

Assessor's Parcels No. 19-531-15, 19-532-06

The SE¼ of Section 16 and the NE¼ of Section 21, all in T11N, R2E, M.D.B.& M.

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A-P-58:

Wesley P. Reiff

Assessor's Parcel No. 19-391-03

The SE¼ of Section 29, T11N, R1E, M.D.B.& M.

ADDITION TO A-P-14:

Fred Joost and Marie Joost

Assessor's Parcel No. 25-260-18

Lot 2, as shown on the map of Baily Hoppin Subdivision No. 2 filed for record in Map Book 2, at page 8, Yolo County Records.

Wesley P. Reiff

Assessor's Parcel No. 25-260-21

That portion of the SW¼ of Section 10, T10N, R1E, M.D.B. & M., which lies West of the County Road and North of the Rancho Rio de Jesus Maria.

A-P-59:

Byron D. Scofield

Assessor's Parcels No. 18-010-10 & 18

The SW¼ and the SW¼ of the NE¼ of Section 1, T12N, R2W, M.D.B.& M.

A-P-60:

Irvin D. Buckley and Fay E. Buckley

Assessor's Parcels No. 33-150-11, 13, & 14

The S½ and the S½ of the NW¼ of Section 8, T7N, R3E, M.D.B.& M., excepting that 100 foot wide right-of-way conveyed to Oakland, Antioch, and Eastern Railway in Volume 80, O.R., page 260, of Yolo County Records.

BOOK 935 PAGE 432

ADDITION TO A-P-16:

Theo Dumars

Assessor's Parcel No. 21-520-26

The S½ and NE¼ of Section 16, T9N, R1W, M.D.B.& M.

F.K. Haines and Nola A. Van Lew

Assessor's Parcel No. 21-520-19& 20

Tract 5 and Tract 6 of R.G. Tadlock Lands as shown on a map filed for record in Maps and Surveys Book 4, page 72, Yolo County Records.

V.F. Vieira and Elizabeth A. Vieira

Assessor's Parcel No. 21-520-49

The East 9 acres of Tract 1 and all of Tract 2 of R.G. Tadlock Lands as shown on a map filed for record in Maps and Surveys Book 4, page 72, Yolo County Records.

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ADDITION TO A-P-8:

Jack H. Wyatt

Assessor's Parcels No. 18-440-09, 18-572-13, 18-592-04

All that real property situated in the County of Yolo, State of California, bounded and described as follows:

Parcel 1: Government Lots 1, 2, 3 and 4; the East half of the Northeast Quarter; the West half of the Northeast Quarter; the North half of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 25; Government Lot 1 of Section 26, and Government Lots 1 and 2, and the Northeast Quarter of the Northeast Quarter of Section 36, all in Township 11 North, Range 3 West, M. D. B. and M.

Parcel 2: That portion of Block 18, as shown on the official map of Rhodes and Sweitzer Tracts, filed for record in the office of the Yolo County Recorder on July 13, 1892, in Book 1 of Maps, at page 18, and of the following described portion of the Rancho Canada de Capay;

BEGINNING at a stone mound on the Easterly boundary line of said Rancho, at a point designated on the map thereof as "CC20", and running thence South 47½ deg. East on said boundary line 8.32 chains to a stone planted on the bank of Cache Creek; thence South 83 deg. West 7.57 chains; thence North 70 3/4 deg. West 15.60 chains, thence North 79 3/4 deg. West 9 chains; thence South 5½ deg. West 8.65 chains; thence North 77 deg. West 8.80 chains; thence North 63 deg. West 2.23 chains; thence North 16½ deg. West 7.81 chains; thence North 13 deg. West 19.60 chains; thence North 6½ deg. West 13.04 chains; thence North 3½ deg. West 23.79 chains to the South line of lands conveyed by Henry Rhodes to H. L. Lincoln; thence North 84' East along said last mentioned line 16.31 chains to the Grant line; thence South 30 deg. East along said Grant line, 71.76 chains to the place of beginning.

Lying Southerly and Easterly of the following described line established by Deed from Felix J. Russell, et al, to Nellie L. Sweitzer, recorded January 21, 1949 in Book 295 of Official Records at page 91;

BEGINNING at the Northwesterly corner of Lot 10C of said Rhodes and Sweitzer Tract, thence North 73 deg. 38' East along the Northerly line of said Lot 10C and the Easterly projection thereof 1213.3 feet; thence North 16 deg. 22' West 1398.5 feet; thence North 73 deg. 38' East to the Southerly line of County Road #71 along the Southerly line of Lots 19C and 19D of said Rhodes and Sweitzer Tracts.

Parcel 3: Subdivision "C", Block 10, as shown on the official map of Rhodes and Sweitzer Tracts filed for record in the office of the Yolo County Recorder on Jan. 13, 1892, in Book 1 of Maps, at page 18.

The lands herein described containing 720 acres, more or less.

John C. Mixise and Dorrit W. Mixise

Assessor's Parcel No. 18-572-14

The Southerly 1 acre of Lot 9-B, Lot 9-C, Lot 10-A, and Lot 10-D, of Rhodes Tract as shown on a map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records.

BOOK 935 PAGE 34

ADDITION TO A-P-8 (Cont'd):

Laura Nast Zacher

Assessor's Parcel No. 18-592-01

Lots 12, 13,& 14 and Parcel XII of Tancred Subdivision as shown on the map filed for record in Map Book 2, page 42, Yolo County Records.

Henry O. Halter and Pearle I. Halter

Assessor's Parcel No. 18-592-02

Lots 9, 10 & 11 and Parcel II of Tancred Subdivision as shown on a map filed for record in Map Book 2, page 42, Yolo County Records.

Charles M. Gordon and Kathryn C. Gordon

Assessor's Parcel No. 21-052-06

That 116.75 acres shown on the survey filed for record in Maps and Surveys Book 3, page 105, Yolo County Records.

ADDITION TO
A-P-29:

Melvin J. March, Fredrick G. March, Marne C. Tallman, and Stephen J. March

Assessor's Parcel Nos. 21-430-01, 02, 03, 04, 05, 06, 09, 11, 15, 16, 17, 18, 19, 24, 25, 33; and 21-440-03.

PARCEL TWO:
The North half of the Northwest Quarter; and the Southeast Quarter of the Northwest Quarter of Section 8, Township 10 North, Range 3 West, M. D. B. & M.

PARCEL THREE:
The Easterly portion of the fractional Northwest Quarter of the Southeast Quarter of Section 36, Township 11 North, Range 4 West, being all that portion of said Northwest Quarter of the Southeast Quarter lying in the County of Yolo.

PARCEL FOUR:
The Northwest Quarter of the Northwest Quarter; the Southwest Quarter of the Northwest Quarter of Section 17; the West half of the Southwest Quarter of Section 5; the Southeast Quarter of Section 6; the East half; the Northwest Quarter of the Northeast Quarter; the East half of the Southeast Quarter of Section 7; Lots 4 and 5 and the Southwest Quarter of the Northwest Quarter of Section 8; the East half of the Northeast Quarter of Section 24, all in Township 10 North, Range 3 West.

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ADDITION TO
A-P-29 Cont'd:

PARCEL FIVE:
Lots 3, 4, 5, 8 and 9 of Section 6, Township 10 North, Range 3 West, M. D. B. & M. The Southwest Quarter of the Northeast Quarter of Section 7, Township 10 North, Range 3 West, M. D. B. & M. Lots 1 and 8 of Section 1, Township 10 North, Range 4 West, M. D. B. & M. Also all those portions of Lots 10 and 11, of Section 6, Township 10 North, Range 3 West; and of Lot 1 and the East half of the Northwest Quarter of Section 7, Township 10 North, Range 3 West; and of Lots 2, 7 and 9 of Section 1, Township 10 North, Range 4 West, lying Northeasterly and Southeasterly of the following described line:

Beginning at a point on the South line of the East half of the Northwest Quarter of Section 7, Township 10 North, Range 3 West, M. D. B. & M., said point being South 84° 58' West, 238.00 feet from the Southeast corner of said East half of the Northwest Quarter and running thence the following courses and distances; North 22° 42' West 193.00 feet; thence North 25° 59' East 284.00 feet; thence North 20° 19½' West 689.00 feet, thence North 51° 34' West 795.00 feet; thence North 19° 41½' West 710.00 feet; thence North 17° 38' West 270.00 feet to a point; said point being South 85° 13' West 674.00 feet from an iron pipe at the Southeast corner of Lot 11, Section 6, Township 10 North, Range 3 West, M. D. B. & M.; thence North 18° 25' East 519.40 feet; thence North 16° 15' East 653.00 feet; thence North 26° 18½' West, 3466.50 feet; thence North 43° 46' West, 357.00 feet; thence North 66° 56' West 467.40 feet; thence North 17° 51' West, 1568.00 feet; thence North 17° 28' West 539.00 feet; thence North 5° 08' East 339.00 feet, to a point on the North line of Section 1, Township 10 North, Range 4 West, M. D. B. & M., said point being North 89° 10' West 943.00 feet from the Northeast corner of said Section 1.

PARCEL SIX:
The West half of Lot 5, Section 5, and Lot 6 and Lot 7 of Section 6, Township 10 North, Range 3 West, M. D. B. & M.

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ADDITION TO
A-P-29 Cont'd:

PARCEL NINE:
The Southeast Quarter of the Southeast Quarter of Section 7; the Southwest Quarter of the Northwest Quarter of Section 17 and the East half of the Northeast Quarter of Section 18, all in Township 10 North, Range 3 West, Mount Diablo Base and Meridian, containing 160 acres of land, more or less.

PARCEL TEN:
Portions of Sections 6 and 7 in Township 10 North Range 3 West and Section 1 in Township 10 North, Range 4 West, Mount Diablo Base and Meridian, and described as follows:

COMMENCING at the Southeastern corner of the Northwest Quarter of Section 7 above referred to; running thence South 83 degrees 49 minutes West, along the Southern line of said Northwest Quarter 238 feet; thence along the top of the rim rock North 22 degrees 42 minutes West 193 feet; North 25 degrees 59 minutes West 284 feet, North 20 degrees 19½ minutes West 689 feet, North 51 degrees 34 minutes West 795 feet, North 19 degrees 41½ minutes West 710 feet and North 17 degrees 38 minutes West 270 feet to a point that bears South 85 degrees 13 minutes West 674 feet from an iron pipe at the Southeastern corner of Lot 11 of Section 6, Township 10 North, Range 3 West, Mount Diablo Base and Meridian; thence continuing along said rim rock North 18 degrees 25 minutes East 519.40 feet, North 16 degrees 15 minutes East 653 feet, North 26 degrees 18½ minutes West 3466.5 feet, North 43 degrees 46 minutes West 357 feet; North 66 degrees 56 minutes West 467.40 feet, North 17 degrees 51 minutes West 1568 feet, North 17 degrees 28 minutes West 539 feet, and North 5 degrees 08 minutes East 339 feet to a point on the North line of Section 1, Township 10 North, Range 4 West, Mount Diablo Base and Meredian, distant thereon North 89 degrees 10 minutes West 943 feet from the Southwestern corner of Section 31, Township 11 North, Range 3 West, said base and Meredian; thence South 89 degrees 10 minutes East, along the Northern line of said Section 1 and Section 6, Township 10 North, Range 3 West, 3544.73 feet to the Northeastern corner of Lot 3 of said Section 6; thence South 3 degrees 16 minutes West 1499.70 feet to the Northwestern corner of Lot 5 of said Section 6; thence North 85 degrees 39 minutes East 1316.22

BOOK 935 PAGE 458

ADDITION TO
A-P-29 Cont'd:

PARCEL TEN (CONT'D):

feet to the Northeastern corner of said Lot 5; thence South 3 degrees 24 minutes West 2779.12 feet to the Southeastern corner of Lot 6 of said Section 6; thence South 86 degrees 42 minutes West 1309.34 feet to the Northeastern corner of Lot 10 of said Section 6; thence South 3 degrees 16 minutes West 2662.37 feet to the Southeastern corner of Lot 11 of said Section 6; thence North 82 degrees 45 minutes East 803.13 feet to the Northeastern corner of the Northwest quarter of Section 7 above referred to; thence South 3 degrees 17 minutes East 1302.46 feet to the Northwestern corner of the Southwest Quarter of the Northeast Quarter of said Section 7; thence along the Northern, Eastern and Southern line of said Southwest Quarter of the Northeast Quarter, North 84 degrees 31 minutes East 898.28 feet, South 3 degrees 16 minutes East 1291.55 feet and South 83 degrees 49 minutes West 898.14 feet to the point of COMMENCEMENT.

EXCEPTING from Parcels 8, 9, and 10, that portion of said land lying within Napa County.

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EXHIBIT "A" (CONT'D)

ADDITION TO
A-P-17:

Veda Han and Neva Spalding.

Assessor's Parcel No. 21-740-01

All that real property situate in the County of Yolo, State of California:

That certain portion of Block "K" of Arnold and Gilliig's Subdivision of a portion of the Rancho Canada de Capay as shown by the plat of said Subdivision on file in the Recorder's Office of Yolo County, to-wit:

COMMENCING AT A POINT where the West line of said Block "K" intersects the South line of the Main county road and running thence southeasterly along the south line of said road 717 feet; thence in a southwesterly direction and parallel with the West line of said Block "K" a sufficient distance to include 35 acres after deducting a strip of land 50 feet in width on each side of the Woodland, Capay and Clear Lake Railroad track where the same now crosses said premises; thence northwesterly 717 feet to the West line of said Block "K"; thence northeasterly along said West line to the point of beginning, reserving a strip of land 50 feet in width on each side of the said Woodland, Capay and Clear Lake Railroad track where the same crosses said premises.

A strip or tract of land one hundred feet wide, lying equally on each side of the located center line of the Southern Pacific Railroad Company's (formerly the Clear Lake Division of the Northern Railway Company) Railroad where the same is located through the land formerly owned by N. & C. Cadenasso and being more particularly described as follows; to-wit:

COMMENCING for the same at a point on the center line of said Railroad where the same intersects the Southwesterly projection of the dividing line between the lands now or formerly of C. L. Perry and the lands now or formerly of Cecelia C. Fowler at or near Engineer's Station 549 plus 93 and running thence Northwesterly along said center line of said Railroad, embracing a strip of land fifty feet wide on each side of said center line to the Northwesterly boundary of the land formerly of N. & C. Cadenasso at or near Engineer's Station 557 + 13 of said center line, a distance of 720 feet, more or less, containing an area of 1.65 acres of land, more or less.

BOOK 933 PAGE 460

A-P-61:

A. C. Stevens heirs by:
Alice E. Torrence, Adelaide Claar and Opal Stevens

Assessor's Parcels No. 25-092-50, 25-120-19

All that portion of the Rancho Rio de Jesus Maria of Hardy Grant, in Yolo County, California, shown as "Grover C. Stevens Parcel" on that certain map entitled "Record of Survey of the Grover C. Stevens Property" on file in the office of the County Recorder of Yolo County, California, in Volume 6 of Maps and Surveys at page 34, and described as follows:

Beginning at Corner J. M. H., No. 1, at the SW corner of said Rancho Rio de Jesus Maria; thence North 10° 37' 23"E., along the Westerly line of said Rancho for a distance of 3877.53 feet to a point; thence S. 85° 52' 20"E., for a distaner of 963.75 feet to a point; thence N. 35° 52' 20"E., for a distance of 1885.52 feet to a point; thence N. 10° 37' 23"E., for a distance of 716.76 feet to a point; thence S. 89° 56" 44"E., for a distance of 848.25 feet to a concrete monument at an angle point in the Westerly line of Lot 45 of Clantons Willow Oak Park; thence S. 10° 37' 23"W., along the Westerly line of said Clanton's Willow Oak Park for a distance of 6089.14 feet to a point on the South line of said Rancho Rio de Jesus Maria; thence N. 89° 45'W., along the South line of said Rancho for a distance of 2638.83 feet to the point of beginning.

Lots 39,40,47,48,& 49 Clanton's Subdivision of Willow Oak Park, according to the Map or Plat of said Subdivision on file and of record in the Office of the County Recorder of Yolo County, filed October 23, 1883, in Book 35 of Deeds at page 396, excepting therefrom that portion described as follows:

BOOK 935 PAGE 401

A-P-61 Cont'd:

Beginning at a point on the Westerly boundary of Lot 47 of Clanton's Subdivision of Willow Oak Park, according to the plat thereof, filed in the Office of The Recorder of Yolo County, California in Book 35 of Deeds, Page 396; said point bearing S. 10° 37' 23" W. 593.26 feet from the Northwest corner of said Lot 47; thence from the said point of beginning and leaving said Westerly line of Lot 47 of Clanton's Subdivision of Willow Oak Park, N. 51° 00' E. 925.62 feet along the Northwesterly edge of an irrigation ditch to a point in the North line of said Lot 47; thence along the North line of said Lot 47, N. 89° 56' 44" W. 609.98 feet to the said Northwest corner of said Lot 47; thence along the Westerly line of Lots 46 and 45 of said Clanton's Subdivision of Willow Oak Park, N. 10° 37' 23" E., 2059.50 feet; thence leaving said Westerly line of Clanton's Subdivision of Willow Oak Park and continuing along the Northerly line of the "Grover C. Stevens Parcel," as delineated on said map filed for record in Book 6 of Maps and Surveys at page 34 of Yolo County Records the following courses and distances through the bed of Cache Creek: N. 89° 56' 44" W. 848.25 feet; S. 10° 37' 23" W. 716.76 feet; S. 35° 52' 20" W. 1885.52 feet; and N. 85° 52' 20" W. 963.75 feet to a point on the Westerly line of said Rancho Rio Jesus Maria; thence along the Westerly line of said Rancho Rio Jesus Maria S. 10° 37' 23" W. 200.00 feet; thence leaving said Rancho Line and following along the line between the Southerly edge of Cache Creek and the Northerly edge of farm lands now under irrigation, the following courses and distances: S. 65° 00' E. 345.00 feet; N. 85° 30' E. 950.00 feet; N. 72° 10' E. 860.00 feet; and S. 49° 30' E. 676.49 feet to the point of beginning containing 72.60 Acres of Land.

A portion of Lots 39, 40, and 49 of Clanton's Subdivision of Willow Oak Park, according to the plat thereof, filed in the Office of the Recorder of Yolo County, California in Book 35 of Deeds, Page 396, described as follows:

Beginning at a point in the south boundary of Lot 49 of Clanton's Subdivision of Willow Oak Park, the Northerly boundary of Section 34, T. 10 N., R. 1 E., M. D. B. & M., said point of beginning bears S. 89° 44' 21" E., 443.46 feet from the northwest corner of said Section 34; thence from said point of beginning continuing along the northerly boundary of Section 34, S. 89° 44' 21" E., 2118.81 feet to the southeast corner of Lot 39, Clanton's Subdivision of Willow Oak Park; thence along the easterly boundary of Lot 39 and Lot 40 of said Clanton's Subdivision N. 00° 53' 40" E., 1475.00 feet; thence leaving the easterly boundary of said Lot 40, and through Lot 40, Lot 39, and Lot 49 of Clanton's Subdivision of Willow Oak Park the following courses and distances: S. 79° 10' W., 770.00 feet; S. 69° 05' W., 800.00 feet; N. 88° 40' W., 500.00 feet; S. 78° 00' W., 191.74 feet; S. 28° 18' 37" W., 348.45 feet; S. 46° 07' 35" E., 281.80 feet; S. 22° 44' 26" E., 32.52 feet; and S. 02° 39' 14" W., 495.62 feet to the point of beginning, containing 41.08 Acres of Land more or less.

BOOK 933 PAGE 462

ADDITION TO A-P-11:

Dorothy E. Chandon

Assessor's Parcels No. 21-650-04 & 05

Lots 3,4,5,6,7, and 8 of the Subdivision of a part of Jury Ranch as shown on a map thereof filed for record in Map Book 3, page 18, Yolo County Records, and a tract of land beginning at the Southeast corner of Lot 2 of said Subdivision of a part of Jury Ranch and running thence N. 10° 17'E., 1571.12 feet up and along the East line of Lots 1 and 2 of said Subdivision and the projection of said East line to a point N. 10° 17'E., 568.94 feet from the NE corner of said Lot 1; thence N. 79° 45'W., 942.5 feet to the point of intersection with the East line of Lot 11 of said Subdivision and the projection of said line to a point N. 79° 45'W.,168.64 feet from the point of intersection of said line with the East line of said Lot 11; thence N. 10° 17'E., up and along a line parallel to the East line of Lots 11 and 12 of said Subdivision 1290 feet to the point of intersection with the North line of Lot 12 of said Jury Ranch Subdivision; thence Westerly along the North line of said Lot 12,773.91 feet to the NW corner of Lot 12; thence S. 10° 17'W., down and along the line of the lands of J.S. Craig and the lands of Cassie C. Griffin, 2854.38 feet to the SW corner of Lot 9 of said Jury Ranch Subdivision; thence S. 79° 45'E., along the South line of Lots 9 and 2 of said Subdivision, 1885 feet to the point of beginning.

BOOK 935 PAGE 453

A-P-62:

Elizabeth Huston and Loraine H. Russell A.K.A. Loraine Chalmer

Assessor's Parcel No. 19-590-17

A parcel of land, beginning at the 1/4 Section Corner at center of Section Twenty-four (24), Township Eleven (11) North, Range Two (2) East, M. D. B. & M., and then running thence South Twenty (20) chains; thence East Twenty (20) chains; thence South Twenty (20) chains to the South line of said Section Twenty-four (24); thence East Five (5) chains to the Southwest Corner of land formerly owned by R. B. Green; thence North along the West line of land of said R. B. Green and W. H. Lippincott to the Northwest Corner of the land of said Lippincott; thence in a Northeasterly direction along the Northerly line of the land of said Lippincott to the Sacramento River; thence up and along said River to the line running East and West to the center of Section Twenty-four (24); thence West to place of beginning.

Also a parcel of land being the South Thirty-three acres of the fractional Northeast Quarter (1/4) of Section Twenty-four (24), Township Eleven (11) North, Range Two (2) East, M. D. B. & M., said land being bounded on the South by the South line of said Quarter Section; on the east by the Sacramento River and on the North by the land formerly owned by P. Beck; and on the West by the West boundary of said Quarter Section.

Also a parcel of land beginning at the Southeast Corner of Section 24, Township 11 North, Range 2 East, and running thence along the Section line between Sections 24 and 25, South 89° 50' West 986.7 feet; thence North 0° 4' West 835 feet; thence North 89° 50' East 2060 feet to low water mark on right bank of the Sacramento River; thence Southeasterly along said bank of said River about 900 feet to a point on Section line between Sections 19 and 30 in Township 11 North, Range 3 East, M. D. B. M.; thence along said line between said Sections 19 and 30 South 89° 59' West 1396 feet to the place of beginning, containing 42.9 acres of land as shown by Map "53" Book "I" of Maps and Surveys of Yolo County, California.

Also the Fractional N. E. 1/4 of Section 24, in T. 11 N. R. 2 E.

BOOK 935 PAGE 464

ADDITION TO A-P-36:

Clifton Faris

Assessor's Parcel No. 19-381-24

The South½ of Section 34, T11N, R1E, M.D.B.& M

ADDITION TO A-P-33:

Wells Fargo Bank, Agent for Ann Irwin Wiley

Assessor's Parcels No. 24-170-46, 24-250-02

The NW¼ of Section 22, T9N, R2E, M.D.B.& M. excepting therefrom that portion conveyed from Wiley to Medlock as recorded May 16, 1968 in Book 881 O.R., 335, and tract 3 as shown on the map of H.P. Merritt Estate Lands filed for record in Maps and Surveys Book 4, page 92, Yolo County Records.

Ruth Alice Giguiere

Assessor's Parcels No. 24-460-16 & 17

That portion of the S½ of Section 16, T9N, R2E, M.D.B.& M. lying East of the Southern Pacific Railroad Comapny Right-of-way; and the NE¼ of said Section 16.

BOOK 893 PAGE 405

EXHIBIT "A" (CONT'D)

ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merritt, Deceased
Assessors Parcels No. 24-170-06 & 07

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

All that portion of the West½ of the SW¼ of Section 22, Township 9 North, Range 2 East, M.D.B.& M.' which lies West of the center line of Willow Slough.

All that portion of the NW¼ of the NW¼ of Section 27, T9N, R2E, M.D.B. & M. which lies North and West of the center line of Willow Slough.

All that portion of the NE¼ of Section 28, T9N, R2E, M.D.B. &M., which lies East of the Railroad right-of-way of the Southern Pacific Railroad Company, and North of the center line of Willow Slough.

All of Section 21, T9N, R2E, M.D.B. & M., excepting therefrom so much of the hereinafter described land lying in said Section 21, conveyed to the Southern Pacific Railroad Company, a corporation, and more particularly described as follows:

Beginning at the intersection of the South boundary line of Section 28, in T9N, R2E, M.D.B.& M., with the center line of said Southern Pacific Railroad Company's constructed railroad running from Davis

BOOK 935 PAGE 466

ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merritt, Deceased. (CON'T)

Assessor's Parcels No. 24-170-06 & 07

to Woodland; thence East along said South boundary line of said Section 28 to a point distant at right angles 30 feet from said center line; thence Northerly parallel with said center line and uniformly distant 30 feet Easterly therefrom 1090.4 feet to the North boundary line of Section 21, of T9N, R2E, M.D.B. & M.; thence West along the North boundary line of said Section 21, crossing the said center line to a point distant at right angles 30 feet Westerly from center line; thence Southerly parallel with said center line and uniformly distant 30 feet Westerly therefrom 372 feet, more or less, to a point 30 feet at right angles Westerly from said center line at Engineer's Station 286 & 36; thence at right angles Westerly 100 feet to a point; thence at right angles Southerly and parallel with said center line and uniformly distant 130 feet Westerly therefrom 1300 feet to a point; thence at right angles Easterly 100 feet to a point 30 feet at right angles Westerly from said center line at Engineer's Station 273 & 36; thence at right angles Southerly parallel with said center line and uniformly distant 30 feet Westerly therefrom 9232 feet to the Southerly boundary line of said Section 28, and thence to the point of beginning.

Also excepting from said Section 21 a tract of land conveyed by Jeanette E. Merritt to Southern Pacific Railroad Company, a corporation,

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ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merrit, Deceased. (CONT'D)

Assessor's Parcels No. 24-470-06 & 07

by deed dated September 8, 1917, and recorded September 21, 1917 in Book 93 of Deeds at page 129 and described as follows:

Beginning at a point which bears S. 48° 04'E. 2467.6 feet from the Section corner common to Sections 16, 17, 20 and 21, T9N, R2E, M.D.B.& M., which point of beginning is also 30 feet Westerly at right angles at Engineer Station 273 & 36, from the center line of the Southern Pacific Railroad Company's Railroad from Davis to Woodland; thence S. 14°E., 736 feet, parallel to and 30 feet distant Westerly, at right angles from the center line of said railroad to a point; thence S.76°W., 6 feet to a point; thence N. 14°W., 736 feet to a point; thence N. 76°E., 6 feet to the point of beginning. Being a portion of the NW¼ of Section 21, T9N, R2E, M.D.B.& M.

Also excepting therefrom so much of the hereinafter described land lying in said Section 21, conveyed to William Wilson and Gladys M. Wilson, his wife, and more particularly described as follows:

Beginning at the NW corner of Section 21, T9N, R2E, M.D.B.& M., as said Section corner appears of record on the Map of Survey of County Road 27-A and 100-A in Maps and Surveys 5 at page 70-A in the office of the Recorder of Yolo County, State of California, and

BOOK 935 PAGE 408

ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merritt, Deceased (CONT'D)

Assessor's Parcels No. 24-470-06 & 07

extending thence from said point of beginning S. 0° 54'W., along the center line of the 60 foot wide California State Highway right-of-way, a distance of 2627.6 feet; thence N. 89° 47' 30"E., along the center line of the 50 foot wide County Road No. 27-A, a distance thence N. 87° 22'E 525.2 feet to the beginning of a curve to the left; of 875.3 feet;/thence along a curve to the left, having a radius of 549.65 feet and a central angle of 17° 52', a distance of 171.40 feet; thence N. 69° 30'E., 198.46 feet to the point of beginning of another curve to the left; thence along a curve to the left, having a radius of 169.98 feet and a central angle of 72° 42' a distance of 215.68 feet; thence N. 3° 12'W., on and along the center line of County Road 100-A, a distance of 1.89 feet; thence leaving the center line of said County Road N. 48° 12'W., a distance of 42.00 feet; thence N. 8°32'W., 309.55 feet; thence N. 01° 13'W., 205.00 feet to a point in the center of the aforesaid County Road; thence N. 13° 58' 30"W., along the center line of said County Road, a distance of 1204.40 feet; thence N. 03° 48'W., 605.9 feet to the point of intersection with the center line of County Road Number 27; thence N. 89° 25' 30" W., along the center line of said County Road 27, a distance of 1408.9 feet to the point of beginning.

Also excepting that portion conveyed to the State of California by Deed recorded November 7, 1960 in Book 618 of O.R. at page 560, described as follows:

BOOK 625 PAGE 329

ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merritt, Deceased (CON'T)

Assessor's Parcels No. 24-470-06 & 07

A portion of the W½ of Section 21, T9N, R2E, M.D. & M., excepting therefrom that certain parcel of land described in Deed dated January 15, 1949, recorded in Book 289 at page 496, O.R. of Yolo County.

Said position is all that part thereof lying Westerly from the line described as follows:

Beginning at a point distant S. 3° 23' 24"E. 2604.59 feet from NW corner of said Section 21; said point is also distant 163.19 feet Easterly, measured at right angles from the base line at Engineer's Station "A2" 412& 52.94 of the Department of Public Works' Survey from ½ mile South of Woodland Wye to near Mullen Crossing, Road III-Yol-7-A; (The California State Zone II Coordinates for said point of beginning are X=2,067,145.46 and Y=344,456.33); thence from said point of beginning parallel with said base line S. 0° 49' 24"W., 50.00 feet; thence S. 45° 20' 31"W., 68.72 feet; thence S. 0° 49' 24"W., 2603.08 feet to a point distant 115.00 feet Easterly, measured at right angles from said base line at Engineer's Station "A2" 385 & 50.87.

ADDITION TO A-P-38:

Vernon E. Brikson

Assessor's Parcel No. 24-140-32

The W½ of the W½ of Section 16, T9N, R1E, M.D.B. & M.

BOOK 935 PAGE 470

EXHIBIT "A" (CONT'D)

ADDITION TO A-P-22:

Loren Le Maitre

Assessor's Parcels No. 24-241-27, 24-470-11

All that real property in the County of Yolo, State of California described as follows:

A portion of Section 20, T9N, R2E, M.D.B.& M., said portion being more particularly described as follows:

Beginning at an iron monument marking the North¼ corner of said Section 20, and extending thence along the center line of an existing drainage ditch, S. 00° 52' 26"W., a distance of 5282.51 feet to an iron monument set in South line of said Section 20; thence along the South line of said Section 20, S. 89° 29' 31"E., 4.36 feet to an 8 by 8 inch corner fence post marking the South Quarter corner of said Section 20; thence along the South line of said Section, South 89° 22' 37"E., 2545.66 feet to the West line of California State Highway Property; thence along said California State Highway property N. 00° 55' 38"E., 2444.2 feet to the South line of that certain 3.67 acre tract of land depicted on that Record of Survey Map filed in Maps and Surveys, Book 7, page 68, Yolo County Records; thence along the said South line N. 89° 28' 47"W., 711.93 feet; thence N. 00° 54' 00"E., 200.00 feet to the Quarter Section line running East and West line of said State Highway Property; thence along said State Highway Property N. 00° 55'38"E., 543.51 feet; thence continuing along said California State Highway Property the following courses: N. 00°54'31"E., 502.62 feet; thence N. 00° 58' 30"E., 1095.05 feet; thence N. 00°53'46"W., 241.62 feet to the beginning of a curve; thence Northwesterly along a curve to the left, having a radius of 124.01 feet, a central angle of 88° 17' 51", a chord bearing N. 45° 02' 41"W., 172.75 feet, a distance along the curve of 191.11 feet to the end of curve; thence N. 89°11'37"W., 352.57 feet; thence N. 47°44'31"W.,116.93 feet; thence N. 86°27'07"W., 575.78 feet; thence N. 00°33'40"E., 30.00 feet to the North line of said Section 20; thence leaving said State Highway Property and extending along said Section line, N.89°31'30"W., 1406.46 feet to the point of beginning and including 303.96 acres, more or less.

BOOK 935 PAGE 471

ADDITION TO A-P-22 (Cont'd):

Loren Le Maitre (CON'T)

Assessor's Parcels No. 24-241-27, 24-470-11

Personal Home Property and Buildings records October 20, No. 6184

Beginning at the SE corner of Section 20, T9N, R2E, M.D.B.& M., and running thence N. 89°14'W., along the South line of said Section 20, 1583.3 feet to the center of Willow Slough; thence down and along the center of Willow Slough S. 51°10'E., 521.5 feet; S. 76°43'W., 656.0 feet; S. 58°02'E., 620.5 feet to a lead plug on the Section line between Sections 28 and 29, T9N, R2E, M.D.B.& M.; thence along said Section line N. 0°53'E., 785.2 feet to the place of beginning and containing approximately 14.91 acres of land.

ADDITION TO A-P-13:

Robert J. Rooney and Jewell L. Rooney

Assessor's Parcels No. 25-200-06 & 07

The North 106.38 acres of the NE¼ of Section 34, T10N, R1E, M.D.B.& M.

ADDITION TO A-P-36:

Darrell E. Hayes and Cessie Mae Hayes

Assessor's Parcel No. 21-810-17

The NE¼ of the NW¼ and Lot 3 of Section 13, T10N, R1W, M.D.B.& M., and all that portion of the NE¼ of said Section 13 lying West of the West line of Charles F. Rominger Estate Lands as shown on a map thereof filed for record in Maps and Surveys Book 5, page 15, Yolo County Records.

BOOK 933 PAGE 472

ADDITION TO A-P-22:

Thomas A. Butler and Janet Butler

Assessor's Parcel No. 24-460-13

All that portion of the NW¼ of Section 17, T9N, R2E, M.D.B.& M., described as beginning at the center of said Section 17 and running thence N. 0° 21'W., along the East line of the West½ of said Section 17, 2262 feet to a point 388 feet South of the NE corner of said NW¼; thence S. 55° 28'W., 1417 feet to the center of a ditch; thence along said ditch as follows: S. 21° 23'E., 103.6 feet; thence S. 38° 10'E., 246 feet; thence, leaving said ditch, South 52 feet; thence West, parallel to the South line of said NW¼ of Section 17, 1364.5 feet; thence S. 2° 32' 06"E., 1130.4 feet to the South line of the NW¼; thence N. 89° 15'E., 2205.5 feet to the point of beginning.

ADDITION TO A-P-41:

Margaret R. Koontz and Lorraine R. Kerr

Assessor's Parcels No. 18-390-33 & 34

The SE¼ of Section 36, T11N, R2W, M.D.B.& M.

Chester G. Roth and Theodore H. Roth

Assessor's Parcel No. 21-780-04

The NE¼ of Section 4, T10N, R2W, M.D.B.& M.

ADDITION TO A-P-19:

William Burger and Madella Burger Assessor's Parcel No. 27-180-08

Tract of land beginning at the NE corner of Section 18, T10N, R2E, M.D.B.& M., and running thence N. 89° 24'E., 1482.8 feet; thence N. 0° 2'W., 2200 feet to the center of Cache Creek; thence up and along said center line of said creek as follows:

N. 89°W., 390 feet; thence N. 55° 45'W., 575 feet; thence N. 69°W., 675 feet; thence N. 34° 15'W., 880 feet; thence, leaving said center line of Cache Creek, West 272.5 feet; thence South 3523.5 feet to the North boundary of said Section 18; thence N. 89° 24'E., 781.8 feet to the point of beginning.

BOOK 935 PAGE 473

A-P-63:

John D. Bolen, Richard A. Bolen and Donald L. Bolen

Assessor's Parcels No. 19-660-04 & 06
The SE¼ of Section 25 and the NE¼ and the North½ of the SE¼ of Section 36, all in T12N, R1W, M.D.B.& M.

James H. Eaton & Glynda W. Eaton, Edmond L. Eaton & Janine M. Eaton, Jerry P. Eaton & Nancy J. Eaton, and F. Marshall Eaton & Esther H. Eaton

Assessor's Parcels No. 19-650-20,21,22,& 23, 19-660-03,10,& 13

Lots 62 through 79, inclusive; Lots 81 through 105, inclusive; Lots 107 through 112, inclusive; all as shown on the map of Yolo Hardwood Company Subdivision No. 4 filed for record in Map Book 3, page 31, Yolo County Records; the SW¼ of Section 36, T12N, R1W, M.D.B.& M., lying North and East of the State Highway as conveyed by A.F. Scheidecker to State of California in Book 93 of Deeds, page 12, Yolo County Records.

Georgia Eaton; Fred Marshall Eaton; Edmond L. Eaton; James H. Eaton, and Jerry Eaton

Assessor's Parcel No. 19-660-02
All that portion of the NE¼ of Section 35, T12N, R1W, M.D.B.& M., lying North and East of the property conveyed to the Northern Railway Company, a corporation by deed recorded July, 1875, in Book 5 of Deeds at page 322, of Yolo County Records.

BOOK 935 PAGE 474

A-P-64:

Marshall McCollough

Assessor's Parcels No. 19-070-06 & 19-232-10

The SE¼ of Section 11, the NE¼ of Section 14 and the West½ of the NW¼ of Section 13, all in T12N, R1W, M.D.B.& M.

Elmer J. Goodman and Elizabeth J. Goodman

Assessor's Parcel No. 19-232-12

The East½ of the SW¼ and the West½ of the SE¼ of Section 14, T12N, R1W, M.D.B.& M.

BOOK 935 PAGE 475

ADDITION TO A-P-37:

J. Dudley Stephens, John Dudley Stephens and Meredith A. Stephens and Robert G. Stephens and Suzane J. Stephens

Assessor's Parcel No. 21-610-04

Portion of the Keithly Tract near Esparto and being a portion of the Rancho Canada de Capay described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's Land and also marking a corner of the Yolo Irrigated Colonies being Brooks Realty Company Subdivision N. 114; running thence S. 80° 25'E., along an old fence, 450.1 feet to a 1½" gas pipe; thence leaving fence line N. 10° 16'E., 1509.8 feet to a 1" gas pipe in a fence line marking the South line of a County Road; thence N. 79° 44'W., along South line of said road 743.6 feet to an iron stake in the center of a County Road; thence S. 10° 57'W., 1519.0 feet along center line of Road to a 1" gas pipe; thence S. 80° 25'E., 311.6 feet along an old fence to the place of beginning.

Excepting therefrom that portion of the tract as shown above as deeded to Western Yolo Labor Camp, a California corporation, by Ambrose Herger by Deed dated July 24, 1944 and recorded July 26, 1944, in Book 201 of O.R. at page 408.

Also a portion of the Keithly Tract near Esparto and being a portion of the Rancho Canada de Capay, described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's land and also marking a corner on the Yolo Irrigated Colonies, being Brooks Realty Co's Subdivision No. 114; and running thence S. 80° 25'E., 450.1 feet along an old fence line to a 1½" gas pipe which is the beginning point for this description; running thence S. 80° 25'E., along an old fence line 757.2 feet to a 1" gas pipe; thence N. 10° 16'E., 1500.7 feet to a 1½" gas pipe in a fence line marking the South line of a County Road;

BOOK 935 PAGE 476

ADDITION TO A-P-37 (Cont'd):

J. Dudley Stephens, John Dudley Stephens and Meredith A. Stephens and Robert G. Stephens and Suzane J. Stephens (CON'T)
Assessor's Parcel No. 21-610-04 (Cont'd)

thence N. 79° 44'W., 757.2 feet along the South line of said Road to a 1" gas pipe; thence leaving the road S. 10° 16'W., 1509.8 feet to the place of beginning.

Also a portion of the Keithly Tract near Esparto and being a portion of the Rancho Canada de Capay described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's land and also marking a corner on the Yolo Irrigated Colonies being Brooks Realty Company Subdivision NO. 114; and running thence S. 80° 25'E., 1207.3 feet along an old fence line to a 1" gas pipe which is the beginning point for this description; running thence S. 80° 25'E., 761.7 feet along an old fence line to a 1½" gas pipe; thence leaving the fence N. 10° 16'E., 1491.6 feet to a 1½" gas pipe in an old fence line marking the South line of a County Road; thence N. 79° 44'W., 761.7 feet along the South line of said Road to a 1½" gas pipe; thence leaving the road S. 10° 16'W., 1500.7 feet to the place of beginning.

BOOK 933 PAGE 477

EXHIBIT "A" (CONT'D)

ADDITION TO A-P-37 (Cont'd):

John D. Stephens

Assessor's Parcels No. 21-610-05 & 39

A portion of the Rancho Canada de Capay described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's Land and also marking a corner on the Yolo Irrigated Colonies being Brooks Realty Company Subdivision No. 114; and running thence S. 80° 25'E., 1969 feet; which is the beginning point for this description; running thence S. 80° 25'E., 797.4 feet; thence N. 7° 57' 30"E., to a ¾ inch gas pipe in the fence line marking the South line of a County Road; thence N. 79° 44'W., 737.5 feet, along said fence line; thence, leaving the road, S. 10° 16'W., 1491.6 feet to the point of beginning; and a 91.28 acre tract of land described as beginning at an old stone monument marking the Northwesterly corner of the J.L. Stephens Ranch, as shown on the map filed for record in Maps and Surveys Book 4, page 83, Yolo County Records, and running thence S. 10° 02'W., along the Easterly side of County Road 86-A, 920.27 feet; thence, leaving said Road, S. 74° 10' 30"E., 3023.95 feet; thence N. 14° 19'E., 965.4 feet; thence N.29° 42'E. 620.7 feet; thence N.38° 03' 30"E. 192.9 feet, thence N. 54° 49'E., 261.2 feet; thence N. 35° 15' 30"E., 263 feet; thence N. 21° 52' 30"E., 600.34 feet to an iron pipe on the South side of California State Highway No. 16; thence N. 79° 46'W., along the South side of said Highway, 753.91 feet; thence, leaving said Highway, S. 31° 49' 30"W., 1592.1 feet; thence N. 80° 25' 30"W., 2451.1 feet to the point of beginning; together with the certain triangular shaped piece of land bounded on the North by the South line of the County Road running from Madison to Esparto; on the West by property conveyed to John L. Stephens, et al, by deed dated April 26, 1944 and January 9, 1946 and recorded in Book 273 O.R., page 85, and Book 273 O.R., page 86, Yolo County Records; and on the East by property conveyed to John L. Stephens by deed dated October 21, 1929 and recorded in Book 8, O.R., page 349, Yolo County Records, excepting therefrom the 5.00 acre and the 5.03 acre parcels as shown on the map filed for record in Maps and Surveys Book 9, page 155, Yolo County Records.

BOOK 935 PAGE 478

ADDITION TO A-P-37 (Cont'd):

John Dudley Stephens

Assessor's Parcel No. 21-610-06

Tract of land beginning at a point on the South side of California State Highway No. 16, said point being the NE corner of the J.L. Stephens Ranch as shown on the map thereof filed for record in Maps and Surveys Book 4, page 83, Yolo County Records; thence S. 10° 15'W., 2564.98 feet; thence N. 74° 10' 30"W., 2183.21 feet; thence N. 14° 19'E., 584.80 feet; thence N. 29° 42'E., 620.70 feet; thence N. 38° 03' 30"E., 192.90 feet; thence N. 54° 49'E., 261.60 feet; thence N. 35° 15' 30"E., 263.00 feet; thence N. 21° 25' 30"E., 600.34 feet to an iron pipe on the South side of California State Highway No. 16; thence S. 79° 45'E., along the South side of said State Highway, 1423.86 feet to the point of beginning.

John S. Nishi and Mary Y. Nishi

Assessor's Parcel No. 21-610-07

All of that certain parcel of land designated 148.94 Acres, "Gray Ranch", as same appears of record in Maps and Surveys Book 9, Page 102, Yolo County Records, described as follows:

BEGINNING at an old stone monument which marks the most Southerly corner of that certain Survey of a portion of the Rancho Canada de Capay, recorded in Maps and Surveys Book 3 Page 13, Yolo County Records; thence N. 69° 16' 53" E. along the Southerly line of said Survey 1571.21 feet to the East line of the West half of that certain parcel of land designated "Joe and Kate Craig 287.72 acres"; thence N. 10° 11' 08" E. along said East line 3930.54 feet to the Southerly line of the State Highway; thence N. 79° 48' 52" W. along said Southerly line 1539.54 feet to a 6" x 6" Concrete Post marking the Northeast corner of the parcel of land designated "George D. Stephens 409.87 acres"; thence S. 10° 14' 03" W. 4456.89 feet to said Southerly line of said Survey of a portion of the Rancho Canada de Capay; thence S. 74° 08' 07" E. along said Southerly line 66.30 feet to the point of beginning, and containing 148.94 Acres of Land.

BOOK 935 PAGE 479

ADDITION TO A-P-37 (Cont'd):

George D. Stephens

Assessor's Parcels No. 21-610-30 & 33

Lot 1 as shown on that certain Record of Survey filed in Maps and Surveys Book 3, page 11, Yolo County Records, and that tract beginning at the Southeasterly corner of the J.L. Stephens Ranch as shown on a map thereof filed for record in Maps and Surveys Book 4, page 83, Yolo County Records, said point being N. 74° 10' 30"W., 66.3 feet from an old stone monument as shown on said map of the J.L. Stephens Ranch; thence N. 74° 10' 30"W., 2317.68 feet; thence N. 14° 19'E., 1887.10 feet; thence S. 74° 10' 30"E., 2183.21 feet; thence S. 10° 13'W., 1895.42 feet to the point of beginning.

Doris Driver

Assessor's Parcel No. 21-610-32

Tract of land beginning at a point on the Easterly side of County Road 86-A situated S. 10° 02'W., 920.7 feet from an old stone monument marking the Northwesterly corner of the J.L. Stephens Ranch as shown on the map thereof filed for record in Maps and Surveys Book 4, page 83, Yolo County Records, thence, from said point of beginning, S. 10° 02'W., along the Easterly side of said County Road 86-A., 1523.72 feet, to the Southwesterly corner of said Ranch; thence, leaving County Road 86-A, S. 74° 10' 30"E., along the Southerly line of said Ranch, 2910.11 feet to an iron pipe; thence N. 14° 19'E., 1516.5 feet to a point; thence N. 74° 10' 30"W., 3023.93 feet to the point of beginning and containing 103.26 acres, more or less.

BOOK 835 PAGE 480

ADDITION TO A-P-33:

William P. Wilson and Gladys M. Wilson

Assessor's Parcel No. 24-470-04

All that land situate in the County of Yolo, State of California, described as follows:

That portion of the NW¼ of Section 21, T9N, R2E, described as follows:

Beginning at the Northwest corner of said Section 21, on the center line of State Highway 99-W, a 60 foot road, as said corner appears of record on the Map of Survey of County Roads 27-A and 100-A, filed October 30, 1948, in Book 5 of Maps and Surveys, at page 70-A; thence S. 0° 54'W., along said center line, 2627.6 feet to its intersection with the center line of County Road 27-A, a fifty feet road; thence N. 89° 47' 30"E., along said roadway center line, 875.3 feet; thence continuing along said center line N. 87° 22'E., 37.38 feet; thence N. 2° 38'W., 622.35 feet; thence N. 87° 22'E., 601.70 feet; thence S. 8° 04' 50"E., 636.87 feet to the center of County Road 27-A; thence along the center line of County Road 27-A, N. 69° 30'E., 192.46 feet to a point of curve; thence on a curve to the left with a radius of 169.98 feet and a central angle of 72° 42' a distance of 215.68 feet to a point of tangency; thence N. 3° 12'W., along the center line of County Road 100-A, a fifty foot road, 1.89 feet; thence leaving said center line N. 48° 12'W., 42 feet; thence N. 8° 32'W., 309.55 feet; thence N. 1° 13'W., 205 feet to the center line of said County Road 100-A; thence N. 13° 58' 30"W., along said roadway center line 1204.4 feet; thence continuing along said center line, N. 3° 48'W., 605.9 feet to the center line of County Road No. 27; thence N. 89° 25' 30" W., along said roadway center line, 1408.9 feet to the point of beginning.

Excepting therefrom, however, all that portion thereof conveyed to the State of California by deed recorded December 28, 1964, in Book 784, page 24 of Official Records.

BOOK 935 PAGE 481

A-P-68:

Mary Grace Mast Richey, Jack D. Mast and Calvin Cowles Mast

Assessor's Parcel No. 21-810-04

All that real property situate in the County of Yolo, State of California, described as follows:

Parcel 1: Commencing on the Easterly line of the County Road leading from Madison at a point distant about 3½ miles, said point being 16½ feet South of the ¼ Section line running East and West through Sections 10 and 11, T10N, R1W; running thence East 180 rods; thence South 72 rods; thence West 180 rods, more or less to the county Road aforesaid; thence North 72 rods to the point of beginning.

Excepting therefrom all that certain parcel of land conveyed to Florence Sankey, et al., by deed recorded in Book 97 of Deeds, at page 480 described as follows:

Beginning at the NE corner of lands conveyed to Delbert Hall by Thomas Hall as recorded in Book 92 of Deeds, at page 11, said point of beginning being 806.0 feet West and 16.5 feet South of the center of Section 11, T10N, R1W, and running thence South 925.5 feet along the East boundary of Delbert Hall's land; thence West parallel to the North boundary of the SW¼ of Section 11, 287 feet; thence North parallel to the East boundary of lands of Delbert Hall, 925.5 feet to a point 16.5 feet South of the North boundary of the SW¼ of Section 11; thence East 287 feet to the point of beginning, containing 6.1 acres of land, and being part of the SW¼ of Section 11, T10N, R1W.

Parcel 2: Beginning at a point where the South line of lands formerly owned by Delbert Hall intersect the East line of the County Road running North from the Town of Madison running thence East 180 rods; thence South 88 rods to Section line; thence West along Section line 180 rods, more or less, to the aforesaid County Road; thence Northerly along the East line of said County Road to the point of beginning. In SE¼ of Section 10 and SW¼ of Section 11, T10N, R1W.

Also excepting from Parcels 1 and 2 above, that portion conveyed to the State of California by deed dated May 4, 1954, recorded July 2, 1954, in Book 427 of O.R., at page 208.

BOOK 653 PAGE 132

A-P-66:

Wells Fargo Bank, N.A. Trustee under the Will of Jeannette M. Dunbar

Assessor's Parcel No. 24-242-22

Tract 2-A of H.P. Merritt Estate Lands as shown on a map filed for record in Maps and Surveys Book 4, page 92, Yolo County Records.

A-P-67:

Meta B. Heard

Assessor's Parcels No. 19-341-14 & 17
The NW¼ and the SE¼ of Section 20, T11N, R1E, M.D.B.& M.

Edwin G. Tauzer and Mary F. Tauzer

Assessor's Parcel No. 19-341-08
The South½ of the SW¼ of Section 17 and the South½ of the SE¼ of Section 18 all in T11N, R1E, M.D.B.& M.

BOOK 935 PAGE 483

R5W
R4W
R3W
R2W
R1W
R1E
T12N
T11N
T10N
LAKE COUNTY
COLUSA COUNTY
SUTTER COUNTY
YOLO COUNTY
SACRAMENTO COUNTY
CACHE CREEK
STATE HIGHWAY 16
RUMSEY
GUINDA
BROOKS
ESPARTO
MADISON
DUNNIGAN
KNIGHTS LANDING
WOODLAND
YOLO
KENTUCKY AVE.
GIBSON ROAD
FUTURE INTERSTATE 5
SACRAMENTO RIVER
SOUTH FORK WILLOW CREEK
HIGHWAY 45
HIGHWAY 113
ROAD 1
ROAD 2
ROAD 4
ROAD 6
ROAD 7
ROAD 8
ROAD 10
ROAD 11
ROAD 12
ROAD 12A
ROAD 13
ROAD 14
ROAD 14A
ROAD 15
ROAD 15B
ROAD 16
ROAD 17
ROAD 20
ROAD 21
ROAD 25
ROAD 25A
ROAD 27
ROAD 40
ROAD 41
ROAD 44
ROAD 45
ROAD 54
ROAD 68
ROAD 85
ROAD 97
ROAD 98A
ROAD 108
ROAD 117
RD. 107A
RD. 116
RD. 116A
RD. 188
RD. 191
RD. 191A
RD. 198
RD. 249
RD. 128A
41
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64
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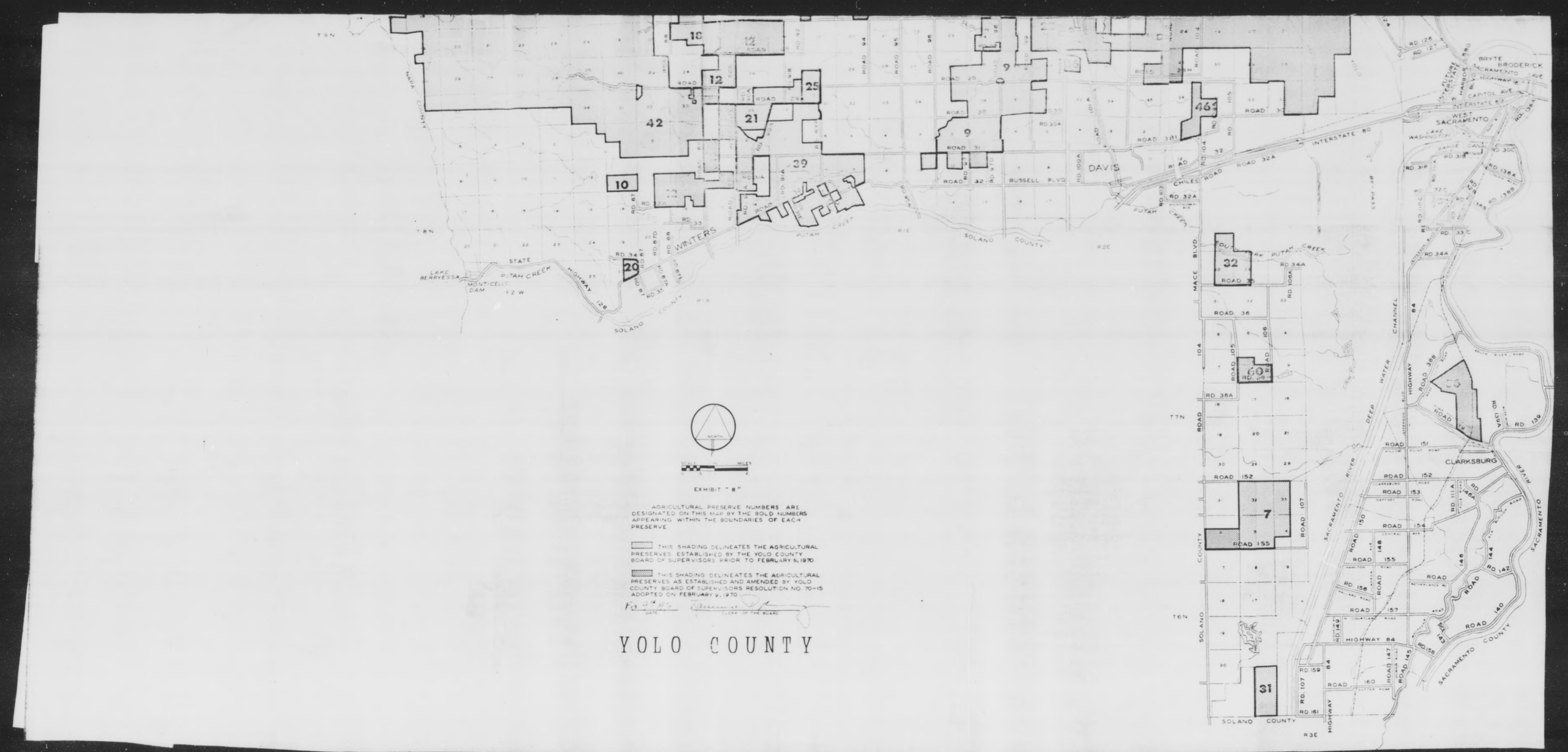
T9N
T8N
T7N
T6N
R2W
R2E
R3E
NAPA COUNTY
SOLANO COUNTY
SACRAMENTO COUNTY
LAKE BERRYESSA
MONTICELLO DAM
PUTAH CREEK
STATE HIGHWAY 128
WINTERS
DAVIS
RUSSELL BLVD
CHILES ROAD
INTERSTATE 80
WEST SACRAMENTO
BRYTE
BRODERICK
SACRAMENTO
CLARKSBURG
HIGHWAY 84
MACE BLVD
DEEP WATER CHANNEL
SACRAMENTO RIVER
10
12
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42
39
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32
60
53
7
31
EXHIBIT "B"
AGRICULTURAL PRESERVE NUMBERS ARE DESIGNATED ON THIS MAP BY THE BOLD NUMBERS APPEARING WITHIN THE BOUNDARIES OF EACH PRESERVE
THIS SHADING DELINEATES THE AGRICULTURAL PRESERVES ESTABLISHED BY THE YOLO COUNTY BOARD OF SUPERVISORS PRIOR TO FEBRUARY 5, 1970
THIS SHADING DELINEATES THE AGRICULTURAL PRESERVES AS ESTABLISHED AND AMENDED BY YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 70-15 ADOPTED ON FEBRUARY 9, 1970
DATE
CLERK OF THE BOARD
YOLO COUNTY

RESOLUTION NO. 70-16

(Resolution Finding Parcels to be Covered by Contracts Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreements on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore enlarged and established Agricultural Preserve Nos. See Attachment 1 pursuant to said Act by Resolution No. 70-15; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Contracts as authorized by said Act; and

WHEREAS, the owners of real property set forth in Exhibit "A" attached hereto and made a part hereof as if set forth in full herein, have offered to enter into Land Use Contracts as authorized by said Conservation Act, dated February 9, 1970, which impose enforceable restrictions on the therein described real property which is located in said Agricultural Preserves and known as the Assessor's Parcels as set forth in said Exhibit "A"; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Contracts, it finds that said Contracts constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with § 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the Board of Supervisors finds that the parcels covered by said Contracts are not within one mile of any incorporated city in this county at the time the agreements covering said parcels

were executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED that the county become a party to the above referred to Land Use Contracts and the Chairman of the Board of Supervisors sign said Contracts on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 9th day of February, 1970, by the following vote:

AYES: Edmonds, Espigares, Duncan.

NOES: None.

ABSENT: Bell

ABSTAIN: Stephens.

Wm. E. [illegible]

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PEGGY LUCAS DEPUTY

(SEAL)

MINUTE ORDER CONTINUED

AGENDA DATE:

2:00 P.M. 2-9-90 - Public Hearings on Agricultural Preserves as follows:

2:00 P.M.

1 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 290+ acre parcel of land located on the north side of Highway 16, west of County Road 87 and designated as Assessor's Parcel No. 21-670-02, as requested by Lyle B. Jenson and Glen T. Jenson. A-P-45 page 1

2 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 680 acres of land located at the intersection of County Roads 26 and 93 and designated as Assessor's Parcel Nos. 24-010-16, 19, 33, 34, 35, 36; 24-140-03, 07 & 22, as requested by Andrew Hernandez, et al. A-P-47 pp. 2-3

3 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 161 acre parcel of land located on the west side of Interstate 505 at the intersection of County Road 89 and designated as Assessor's Parcel No. 21-100-03, as requested by Wells Fargo Bank, Trustee, Estate of Jeannette Dunbar. A-P-46 p. 3

4 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 321+ acre parcel of land located at the northeast corner of the intersection of County Roads 104 and 155, and designated as Assessor's Parcel Nos. 33-210-12 and 13, as requested by Robert C. Gill. Add. A-P-7 p. 3

5 -- Change of Zoning from an A-1 and A-E to A-P Zone and Establishment of an Agricultural Preserve on 540 acres of land located on both sides of County Road 92 from County Road 11-B to south of County Road 12, and designated as Assessor's Parcel Nos. 19-271-07, 08, 14, 16; 19-292-08, 09; 19-322-04; & 19-341-33, as requested by Charles S. Long, et al. A-P-49 p. 4

6 -- Change of Zoning from an A-1 to an A-P Zone and Establishment of an Agricultural Preserve on 1862 acres of land located on both sides of State Highway 16, east of Interstate 505, and designated as Assessor's Parcel Nos. 21-112-08, 09, 10, 11; 21-350-15, 31, 32; 25-091-01, 02, 44; and 25-092-01 & 02; as requested by William E. Farnham, et al, and Thomas Ferro, et al. Add. A-P-2 pp. 5-12

7 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 308+ acres of land located at the westerly ends of County Roads 1 and 2, south of the Yolo-Colusa County Line, and designated as Assessor's Parcel No. 18-030-04, as requested by Frederick Wild, et al. A-P-50 p. 12

8 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1124 acres of land located between County Roads 85 & 86-A, and County Roads 23-A and 25, and designated as Assessor's Parcel Nos. 21-480-11, 12, 13, 14, 19, 20, 21, 22; 21-370-05 & 21-380-14, as requested by William J. Winter, et al. Add. A-P-48 pp. 13-15

9 -- Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 17,573 acres of land extending from the alignment of County Road 49 to Road 78, and from the Yolo-Napa County Line to the east side of Highway 16, between Guinda and Capay, and designated as Assessor's Parcel Nos. Add. A-P-2 pp. 16-34

ATTACHMENT 1

2:15 P.M. Cont.

9 cont. - 18-410-04; 18-420-01, 03, 13, 20, 19, 20, 22, 24; 18-430-15, 40, 42, 43, 52, 53, 57, 58; 18-440-01; 18-450-18, 24, 25, 27, 28, 31, 32; 18-461-44; 18-541-05, 08, 11, 12, 13, 17, 20, 22, 26; 18-542-01, 02, 08, 10; 18-551-02, 03; 18-552-02; 18-561-02, 10, 11; 18-571-01, 04, 05, 06, 08, 10, 11, 12, 13, 14, 15, 16; 18-572-01, 02, 03, 07, 08, 09; 18-582-01; 18-583-04; 18-585-03; 18-586-03; 18-587-01; 18-591-02, 03; 18-600-07, 08, 09, 14, 16, 17, 18; 18-610-11, 12; 21-051-02, 03, 12, 13; 21-410-01, 03, 04, 05, 11, 20, 24, 26, 28; 21-420-03, 04, 06, 07, 08, 09, 10; 21-430-21, 22, 23, 26, 28, 30, 34; 21-440-05, 08, 09, 10, 11; and 21-450-11, 22; as requested by Darrell Farnham, et al; and Herman Schwarz, et al.

ADD. A-P-9 (cont'd) (pp. 16-34)

10 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 4057 acres of land extending from the south side of County Road 13 to County Road 16, between County Road 99-E and Knights Landing Ridge Cut, and designated as Assessor's Parcel Nos. 19-460-22, 24, 25, 26, 29, 30; 19-532-03, 04; 19-542-01, 03, 06, 07, 09, 11, 12, 18; 19-551-01, 07, 08, 09; 19-552-05, 06, 12, 19, 20; 19-590-22; 19-600-01, 02, 03, 06, 09; 27-020-21 & 22, as requested by Reva Y. Cook, et al.

ADD. To A-P-51 pp. 35-37

11 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 803 acres of land extending from County Road 79-A to Road 81, south of Highway 16, and designated as Assessor's Parcel Nos. 21-291-10; 21-720-03, 04, 05, 08, 09, 10, 11, 12; 21-730-08; 21-740-08 & 09, as requested by Merlin J. Taber, Jr., et al.

ADD. To A-P-2 pp. 38-42

12 - Change of Zoning from an A-1 and A-E to A-P Zone and Establishment of an Agricultural Preserve on 465 acres of land located in the vicinity of County Road 17 and 18, and County Roads 96 and 96-B, and designated as Assessor's Parcel Nos. 25-240-19, 20, 21, 22, 28, 31; 25-260-05, 06, 07, 09, 10, 11, 12; & 25-310-01, as requested by Arleen M. Wiesner, et al.

A-P-52 pp. 43-44

2:30 P.M.

13 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1396 acres of land located at the north end of County Road 23-A, between Roads 23-A and 25, and designated as Assessor's Parcel Nos. 21-390-56, 57; 21-480-06, 07, 08; as requested by Edmund L. Levy, et al.

ADD. To A-P-42 p. 45

14 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1026 acres of land extending from County Road 79 to the east side of Road 82-B, north of State Highway 16, and designated as Assessor's Parcel Nos. 21-292-01, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21; 27-750-13, 16; 21-760-02, 03, & 13, as requested by J. L. Peterson, et al.

ADD. To A-P-23 pp. 45-47

15 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 2163 acres of land located between State Route 113 and Interstate 5, and County Road 14 and County Road 96, and designated as Assessor's Parcel Nos. 19-382-01, 02, 04, 05, 10, 12, 13, 14, 27, 28, 29, 30, 31, 32, 35, 36, 38, 42, 49; 19-531-23; 19-541-05, 11, 12, 13, 15, 23, 25, 32; and 25-240-10; as requested by George Weiss, et al.

ADD. To A-P-3 pp. 49-53

16 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1977 acres of land between Interstate 505 and County Road 87, and County Roads 29 and 32-A, and designated as Assessor's Parcel Nos. 30-030-11, 12, 16, 29; 30-180-07; 30-210-01, 09; 31-010-01, 06, 07, 46, 47, 50; 21-540-05, 47, as requested by E. J. Graf, et al.

ADD. To A-P-12 pp. 54-55

2:45 P.M.

17 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 40.05 acres of land located on the west side of County Road 97, between Roads 20 and 21, and designated as Assessor's Parcel Nos. 25-130-16, 23, and 31, requested by August Comontofski, et al. DUT LESS THAN 20 ACRES PENDING

18 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 362 acre parcel of land located on the west side of Interstate 505, ½ mile south of Interstate 5, and designated as Assessor's Parcel No. 19-291-03, as requested by Hester Mixon et al, by W. F. Mixon, Jr. A-P-52 p. 56

19 - Change of Zoning from an A-1 and A-E to A-P Zone and Establishment of an Agricultural Preserve on 16,400 acres of land located between Interstate 5 and County Road 30, and County Road 102 and Tule Canal, and being designated as Assessor's Parcel Nos. 24-170-07, 08, 14, 15, 16, 18, 24; 24-180-01, 02, 03, 04, 05, 06, 07; 24-190-01, 02, 05, 06; 24-250-11, 0, 32, 33, 63, 64; 24-260-04, 05, 16; 24-270-05 02, 07, 08; 24-500-02, 06, 07, 12; 24-510-03, 05, 08, 09; 27-132-13 and 15; 24-100-19; as requested by William J. Tauzer, et al. ADD. TO A-P-28 pp. 56-59

20 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 20± acre parcel of land located at the north end of County Road 23, westerly of Road 83-A, and designated as Assessor's Parcel No. 21-690-06, as requested by John W. & Judy Wirth, Rt. 1, Box 260, Esparto. ADD. TO A-P-42 p. 59

3:00 P.M.

21 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 207 acres of land located on the north side of Interstate 5 Freeway, east of County Road 102, and designated as Assessor's Parcel Nos. 27-132-12 and 14, as requested by Investment Operating Corporation. A-P-54 p. 59

22 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 161± acre parcel of land located at the southeast corner of County Roads 31 and 97, and designated as Assessor's Parcel Nos. 37-050-01 and 02, as requested by Roger Zane. ADD TO A-P-9 p. 59

23 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 403± acre parcel of land located at the southeast corner of the intersection of County Road 19 and Interstate 505, and designated as Assessor's Parcel Nos. 21-100-04 and 10, as requested by Wells Fargo Bank, Trustee, Estate of Jeannette Dunbar. A-P-55 p. 59

24 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 320 acre parcel of land located at the west end of County Road 11, west of County Road 85, and designated as Assessor's Parcel Nos. 18-350-02 and 18-360-12, as requested by Wesley P. Reiff. ADD. TO A-P-41 p. 60

25 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 305± acres of land located on the west side of Interstate 505, between County Roads 27 and 28, and designated as Assessor's Parcel Nos. 21-530-01, 50 and 58, as requested by Helen Chick. ADD. TO A-P-12 p. 60

26 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 966 acres of land located on the east side of Interstate 505, between County Roads 27 and 28, and designated as Assessor's Parcel Nos. 21-530-17, 55, 56 and 57, as requested by Helen Chick. ADD. TO A-P-12 p. 60

27 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 203 acres of land located at the northeast corner of the intersection of County Roads 17 and 100, and designated as Assessor's Parcel No. 27-200-03, as requested by Isabella Woods Bouton. ADD. TO A-P-2 p. 60

3:15 P.M.

28 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1054 acres of land extending from the easterly end of County Road 37 to Road 39 (Pumphouse Road), and designated as Assessor's Parcel Nos. 16-040-04, 07, 10; 16-100-09, 15; 16-120-02 & 04, as requested by Dwyer-Lisbon Ranch, a partnership, by Pete Dwyer, Jr. A-P-56 pp. 60-61

29 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 316 acres of land located on both sides of State Route 113, west of County Road 102, and designated as Assessor's Parcel Nos. 19-531-15 and 19-532-06, as requested by Irma Sue Schlieman. A-P-57 p. 64

30 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 160 acres of land located at the southeast corner of the intersection of County Roads 14-A and 93-A, and designated as Assessor's Parcel No. 19-391-03, as requested by Wesley P. Reiff. A-P-58 p. 65

31 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 192 acres of land located on both sides of County Road 95, just south of County Road 17-A, and designated as Assessor's Parcel Nos. 25-260-18 and 25-260-21, as requested by Wesley P. Reiff, and Fred Joost. ADD. TO A-P-17 p. 65

32 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 200 acres of land located on both sides of County Road 85A, north of Road 2, and designated as Assessor's Parcel Nos. 18-010-10 and 18, as requested by Bryan Scofield. A-P-59 p. 65

3:30 P.M.

33 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 395 acres of land located at the northeast corner of the intersection of County Roads 38 and 105, as requested by Irvin & Fay E. Bulkley. A-P-60 p. 65

34 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 208 acres of land located on the south side of County Road 26, between Roads 88 and 89, and designated as Assessor's Parcel Nos. 21-520-19, 20, 26 and 49, as requested by Theo Dumars, et al. ADD. TO A-P-18 p. 66

35 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 9764 acres of land extending from the north line of Section 25, T11N, R3W, to the west side of County Road 76, east of Highway 16, and designated as Assessor's Parcel Nos. 18-440-09; 18-572-13, 14; 18-592-01, 02, 04; and 21-052-06, as requested by Jack H. Wyatt, et al. ADD. TO A-P-8 pp. 67-68

36 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1251 acres of land located at the west end of County Road 78, along the Yolo-Napa County Line, and designated as Assessor's Parcel Nos. 21-430-01, 02, 03, 04, 05, 06, 09, 11, 15, 16, 17, 18, 19, 24, 25, 23, and 21-440-03, as requested by Melvin J. March, et al. ADD. TO A-P-29 pp. 68-72

37 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 354 acres of land, located on the west side of Highway 16, north of County Road 79, and designated as Assessor's Parcel No. 21-740-01, as requested by Veda Han and Neva Spaulding. ADD. TO A-P-19 p. 93

3:45 P.M.

38 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 344 acres of land located at the northeast corner of the intersection of County Roads 22 and 94-B, and designated as Assessor's Parcel Nos. 25-092-50 and 25-120-19, as requested by Alice E. Torrence. A-P-61 pp. 94-95

39 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 150.8 acres of land located at the northeast corner of the intersection of County Road 88B and Highway 16, and designated as Assessor's Parcel Nos. 21-650-04 and 05, as requested by Dorothy E. Chandon. ADD. TO A-P-11 p. 96

40 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 203+ acres of land located on both sides of County Road 116, east of Knights Landing, and designated as Assessor's Parcel No. 19-590-17, as requested by Elizabeth Huston. A-P-62 p. 77

41 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 311.08 acres of land located on the north side of County Road 16, between Roads 95 and 96, and designated as Assessor's Parcel No. 19-381-24, as requested by Clifton Faris. ADD. TO A-P-36 p. 78

41 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 1367 acres of land extending from the south side of County Road 25-A to Willow Slough, and from the east side of State Route 113 to the east side of County Road 101, and designated as Assessor's Parcel Nos. 24-170-46; 24-250-02; 24-460-16, 17, and 24-470-06, & 07, as requested by Wells Fargo Bank, Trustee for the Estate of Louise Merritt, et al. ADD. TO A-P-33 pp. 78-83

42 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 186 acres of land located on the south side of County Road 26, west of County Road 93, and designated as Assessor's Parcel No. 24-240-32, as requested by Vernon Erikson. ADD. TO A-P-38 p. 83

4:00 P.M.

43 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 311 acres of land located at the southwest corner of the intersection of County Road 27 and State Route 113, and designated as Assessor's Parcel Nos. 24-241-27 and 24-470-11, as requested by Loren Le Maitre. ADD. TO A-P-22 pp. 84 & 85

44 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 106+ acres of land located at the southwest corner of the intersection of County Road 96 and State Highway 16, and designated as Assessor's Parcel Nos. 25-200-06 & 07, as requested by Robert J. Rooney, Sr. ADD. TO A-P-13 p. 85

45 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 124 acres of land located at the northwest corner of the intersection of County Roads 19 and 91B, and designated as Assessor's Parcel No. 21-810-17, as requested by Darrel E. Hayes. ADD. TO A-P-36 p. 85

46 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 77.09 acres of land located on the east side of County Road 99, north of County Road 27, and designated as Assessor's Parcel No. 24-460-13, as requested by Thomas S. & Janet A. Butler. ADD. TO A-P-22 p. 86

47 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 316 acres of land located on the west side of County Road 86, opposite the intersection of Road 16, and designated as Assessor's Parcel Nos. 18-390-33 & 34, and 21-780-04, as requested by Margaret Roth Koontz, et al. ADD. TO A-P-41 p. 86

4:15 P.M.

48 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 142.12 acres of land located on the north side of County Road 18, opposite the intersection of Road 99, and designated as Assessor's Parcel No. 27-180-08, as requested by William Burger. ADD. TO A-P-17 p. 86

49 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 8244 acres of land located on both sides of County Road 91-B, north of County Road 10, and designated as Assessor's Parcel Nos. 19-560-20, 21, 22, 23; 19-660-02, 03, 04, 06, 10 and 13, as requested by Bolen Bros, by John M. Bolen, and Bird Creek Ranch, by E. P. Eaton. A-P-63 p. 87

50 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 560 acres of land located on both sides of County Road 5, West of County Road 91-A, and designated as Assessor's Parcel Nos. 19-070-05, 19-232-10 & 12, as requested by Elmer J. Goodman, and Marshall McCullough. A-P-64 p. 88

51 - Change of Zoning from an A-1 and A-E to A-P Zone and Establishment of an Agricultural Preserve on 535 acres of land located on both sides of County Road 86A, north of County Road 23, and designated as Assessor's Parcel Nos. 21-600-07, 25, 26, 21-610-04, 05, 06, 30, 32, & 33, as requested by J. Dudley Stephens, et al. ADD. To A-P-37 pp. 89-93

52 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on a 71+ acre parcel located at the southeast corner of the intersection of County Road 27 and State Route 113, and designated as Assessor's Parcel No. 24-470-04, as requested by William P. Wilson. ADD. To A-P-33 p. 94

4:30 P.M.

53 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 173.83 acres of land located on the east side of Interstate 505, north of County Road 19, and designated as Assessor's Parcel Nos. 21-810-04, as requested by Jack D. Mast. A-P-68 p. 95

54 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 167.11 acres of land located on the east side of State Route 113, north of County Road 29, and designated as Assessor's Parcel No. 24-242-22, as requested by Wells Fargo Bank, Trustee for the Estate of Jeannette M. Dunbar. A-P-66 p. 96

55 - Change of Zoning from an A-1 to A-P Zone and Establishment of an Agricultural Preserve on 472 acres of land located on both sides of County Road 13, westerly of County Road 94, and designated as Assessor's Parcel Nos. 19-341-08, 14, & 17, as requested by Frank E. Heard, et al. A-P-67 p. 96

EXHIBIT "A"

PRESERVE NO. 45

Glen T. Jensen and Lyle B. Jensen
Assessor's Parcel No. 21-670-02

Commencing at the NW corner of Lot 28 as shown on the Map of Bonynge Tract, Yolo County, California, which map was filed in the Recorder's Office of said County, November 22, 1888, and running thence S. 10° 15'W., 2945.44 feet along the Westerly line of Lots 28,29,30,31, and 32 of said tract to the Northeasterly corner of the tract of land conveyed to Jens Jensen and Kristine Jensen to Selma M. Michelsen by deed recorded in Volume 101 of Deeds at page 325, Yolo County Records; thence North 79° 45'W., 575.00 feet; thence S. 10° 15'W., 757.56 feet; thence continuing in a Southerly direction along a line that is parallel and distant 25.0 feet Easterly, measured at right angles from the Westerly boundary of the portion of Lot 39, Bonynge Tract, described in deed to Selma M. Michelsen, recorded in Volume 88 of Deeds on page 547, 575.5 feet to the Northerly boundary of the County Road, thence in a Westerly direction along said boundary 25.0 feet to the Westerly line of land conveyed to Selma M. Michelsen; thence Northerly along said Westerly line 575.5 feet to the Northerly line of Lot 39, said point being distant N. 79° 45'W., 600.0 feet from the NE corner of said Lot 39; thence N. 79° 45'W., 4155.00 feet to the Easterly line of Arnold and Gilling's Subdivision of a part of the Rancho Canada de Capay; thence North 10° 6'E., 40 feet to the SW corner of the tract now or formerly owned by Craig; thence S. 79° 45'E., along the South line of said land, 1056.0 feet to the SE corner thereof; thence N. 10° 15'E., along the East line thereof; 3358.7 feet to a steel fence post marking the corner common to Craig and Jensen as shown on the Map filed in Maps and Surveys Book 7, page 46; thence S. 88° 47' 27"E., 3734.34 feet to a point; thence S. 10° 15'W., 280.00 feet to the point of beginning containing 290.33 acres, more or less.

Saving and excepting, therefrom the Northerly 20 feet of the Westerly 1056.0 feet as granted in deed executed by Rodie S. Bonyage to George D. Fiske, dated December 7, 1882 and recorded December 12, 1882 in Book 33 of Deeds, at page 456.

Appurtenant to the above described property is a right of way for road purposes over the Southerly 20 feet of the property described in deed executed by Rodie S. Bonynge to George D. Fiske, dated December 7, 1882, and recorded December 12, 1882, in Book 33 of Deeds, at page 456.

PRESERVE NO. 47

Andrew Hernandez and Helen Hernandez

Assessor's Parcel No. 24-140-03

The NE 1/4 of Section 18, T9N, R1E, M.D.B.& M.

Fred C. Heidrick and Helen Heidrick

Assessor's Parcel No. 24-140-07

The E½ of Section 17, T9N, R1E, M.D.B.& M.

Henry E. Rodegerdts

Assessor's Parcel No. 24-140-22

Beginning at the NW corner of Section 17, T9N, R1E, M.D.B.& M., as shown on that Record of Survey filed in Book 8 of Maps and Surveys, page 6, Yolo County Records; thence South along the West line of said Section 17, a distance of 1400.0 feet; thence leaving said Section line N. 89° 41'E., 1247.63 feet; thence North 1393.35 feet to a point on the North line of said Section 17; thence S. 89° 59' 20"W. along said North line, 1247.60 feet to the point of beginning.

Patrick Redmond and Kathleen Redmond

Assessor's Parcels No. 24-010-16 & 33

The NW¼ of the SW¼ of Section 8, T9N, R1E, M.D.B.& M.

E. R. Stoddard

Assessor's Parcels No. 24-010-34 & 35

The NE¼ of the SW¼ of Section 8, T9N, R1E, M.D.B.& M.

PRESERVE NO. 47 (CONT'D)

Fannie P. Wilkendorf, c/o Elwin Wilkendorf, Conservatorship for Fannie P. Wilkendorf.

Assessor's Parcels No. 24-010-19 & 36

The S½ of the SW¼ of Section 8, T9N, R1E, M.D.B.& M.

PRESERVE NO. 48

Wells Fargo Bank as Trustee of the Estate of Jeanette Merrit Dunbar, deceased.

Assessor's Parcel No. 21-100-03

That 161 acre, more or less, parcel of land bounded by the West line of the Gordon Grant as shown on that certain map filed for record in Maps and Surveys, Book 7, page 56, of Yolo County Records; the Westerly line of the Department of Public Works 1955 Survey from Solano County line to 2 3/4 miles North of Madison, Road 111-YOL-90-B; and the center line on Cache Creek as shown on that certain map filed for record in Maps and Surveys, Book 8, page 69, of Yolo County Records.

ADDITION TO PRESERVE NO. 7

Robert C. Gill and Muriel Gill

Assessor's Parcels Nos. 33-210-12 & 13

The S½ of Section 6, T6N, R3E, M.D.B. & M. excepting therefrom a strip of land 30 feet wide on the West side of said Section 6 conveyed in deed recorded November 10, 1892, in Book 49 of Deeds at page 545.

EXHIBIT "A" (CONT'D)

PRESERVE NO. 49:

Rae Long and Charles Long

Assessor's Parcels Nos. 19-271-08,14,&16: 19-292-09: 19-322-04

The S½ of the SE¼ of the SE¼ of Section 12, T11N, R1W, M.D.B.& M. and the E½ of the SW¼ and all that portion of the SE¼ lying West of U.S. Highway 99W of Section 7, T11N. R1E, M.D.B. & M. and the NE¼ of the NE¼ of Section 13, T11N, R1W, M.D.B.& M.

John E. Silver and Genivieve Silver

Assessor's Parcel No. 19-292-08

The North 60 acres of the E½ of the SE¼ of Section 12, T11N, R1W, M.D.B. & M.

Ted N. Long and Delores M. Long

Assessor's Parcel No. 19-271-07

The W½ of the SW¼ of Section 7, T11N, R1E, M.D.B. & M.

EXHIBIT "A" (CONT'D)

ADDITION TO PRESERVE NO. 24:

William B. Farnham & Helen E. Farnham

Assessor's Parcel No. 21-112-10

Beginning at a point in the center of State Highway No. 16, said point being the south west corner of parcel A as shown on that certain plat in Book 9 of Maps and Surveys at page 143 in the Office of the Recorder of Yolo County; thence from said point of beginning N 2 53' 15" E 5268.97 feet; thnce N 79 43' 35" W 627.16 feet; thence S 7 06' 18" W 5233.30 feet; thence S 79 43' 35" E 861.47 feet; thence S79 44' 35" E 153.78 feet to the point of beginning, containing 98.5 acres of land.

Jack W. Farnham and Helen Louise Farnham

Assessor's Parcel No. 21-112-11

The West½ of that certain real property described as follows, to-wit:

Being a portion of the Gordon Grant and bounded on the North by Cache Creek, on the East by lands formerly owned by E. M. Archer, on the South by the South line of the Gordon Grant, and on the West by lands formerly owned by J. R. Jones, containing 200 acres, more or less, Being the premises described in the deed from E. M. Archer to E. L. Archer dated September 7, 1886 and recorded in Book 40 of Deeds, page 440, et seq., records of Yolo County, California, in the office of the County Recorder of said County; containing 197 acres more or less,

ADDITION TO PRESERVE NO. 24: (CONT'D)

David P. Snyder & Thelma Norine Snyder
Assessor's Parcels No. 21-112-08, 25-091-01

Beginning at a point N.4° 40'W., 28.36 chains distant from the intersection of the center line of the County Road and the line between the land of E.H. Archer and H.B. Johnson; running, thence along a fence S. 79° 20'E., 40.36 chains to the intersection with the line between the land of H.B. Johnson and Snyder Estate; thence N. 4°40'W 70.40 chains along the said line; thence N. 79°15'W., 40.42 chains; thence S. 4°40'E., 70.41 chains along the line between the land of E.H. Archer and H.B. Johnson, to the place of beginning containing 274 acres of land, more or less.

Situate, lying and being in Rancho Guessisosi and Gordon Grant, T10N, R1W, M.D.B.& M., and commencing at theNW corner of the alfalfa field of James Henry Johnson, (being a portion of the late Henry B. Johnson estate) at a point N. 4° 40'W., 899.5 feet from the North boundary line of the Woodland-Capay Highway; running thence N. 4° 40'W., 939.5 feet; thence S. 79° 20'E., 2660 feet; thence S. 4° 40'E., 841.7 feet; thence N. 81° 20'W., to and along the North boundary of said James Henry Johnson alfalfa field a distance of 2639 feet to the place of beginning and containing 52.47 acres of land, more or less.

That certain real property situate in the Gordon Grant bounded on the North by Cache Creek, on the East by lands formerly owned by Ernest Lambert,on the South by the Grant line and on the West by lands of Johnson. Commencing at a point on the South line of the Gordon Grant and which point is N. 79 3/4°W., 14.90 chains from the Southwest corner of the tract of land allotted and not apart to Stonewall J. Campbell by the Commissioners appointed by the Superior Court of the County of Yolo to partition the estate of W.J. Campbell, deceased, and running thence North 93.41 chains to the center of Cache Creek; thence up said Creek North 65 3/4°W., 4.67 chains; thence South 94.63 chains to Grant line; thence S. 79 3/4°E., 4.33 chains to the place of beginning, containing 40 acres of land.

Beginning at a point on the South line of the Gordon Grant 5.63 chains N. 79 3/4° West of the SW corner of the tract of land set apart to

ADDITION TO PRESERVE NO. 24 (CONT'D):

David P. Snyder and Thelma Norine Snyder (CON'T)
Assessor's Parcels No. 21-112-08, 25-091-01

Stonewall J. Campbell in the matter of the estate of J.W. Campbell, deceased, and running thence N. 91.05 chains to the center of Cache Creek; thence up said creek N. 65 3/4°W., 10 chains; thence S. 93.41 chains to the Grant line; thence S. 79 3/4°E., 9.27 chains to the place of beginning, containing 84 acres.

Part of the Gordon Grant, beginning at an iron bar marking the SE corner of tract formerly owned by Louise Campbell, and running thence S. 79 3/4°E., 5.02 chains; thence N. 88.47 chains to center of Cache Creek; thence up said Creek N. 65 3/4°W., 5.41 chains; thence S. 89.68 chains to the place of beginning and containing 43.94 acres of land.

Tract adjoining the last above described tract on the West, beginning at a point on the South line of Guessisosi or Gordon Grant at the SW corner of aforesaid tract, set apart to S.J. Campbell, in the estate of W.J. Campbell, deceased, and running thence North 89.68 chains to center of Cache Creek; thence N. 65 3/4°W., 6.19 chains; thence S. 91.05 chains to South line of said Grant; thence S. 79 3/4°E., 5.63 chains to place of beginning, and containing 50 acres of land.

Olliver O. Orrick and Lucille E. Orrick

Assessor's Parcel No. 21-112-09

Commencing at a point on the South line of the Gordon Grant said point being the SE corner of a tract of land now or formerly belonging to E.H. Archer, said point being further described as being located South 80° 00'E., 11,822.05 feet from an iron pipe marking the SW corner of said Gordon Grant, said point being also S. 80° 00'E., 3964.85 feet from the corner of said Grant line common to the Jones and Farnham Ranches, said point of commencement being also the corner on said Grant line common to the Archer and Johnson Ranches; thence from said point of commencement N. 4° 40'W., 899.5 feet, more or less to the SW corner of a tract of land now or formerly owned by George J. Snyder; thence S. 81° 20'E., along the Southerly line of George J. Snyder's property 2639 feet to a point; thence S. 4° 40'E., 978.3 feet, more or less, to a point on the South line of the Gordon Grant; thence N. 79° 45'W., along the South line of the Gordon Grant 2672.5 feet, more or less, to the point of commencement.

ADDITION TO PRESERVE NO. 24 CONT'D:

Ethel Hogland Bates

Assessor's Parcels No. 25-091-02 & 44

Commencing at a point which is N. 79° 21'W., 1748.70 feet from a monument which marks the SW corner of the Oakland Subdivision of a part of the Gordon Grant, as shown on a map thereof filed for record in Maps and Surveys Book 3, page 70, Yolo County Records; thence N. 79° 06' 30" W., along the South line of the Gordon Grant, 1394.59 feet to the SE corner of property conveyed to David P. Snyder, et al, by deed recorded in Book 271, O.R. 85; thence, along the East line of said Snyder Property, N. 0° 19'E., 5839.02 feet to the center of Cache Creek; thence Southeasterly down along Cache Creek to a point bearing N.0° 19'E., 5674.68 feet and thence N. 79° 06' 30"W., 718.75 feet from the point of beginning; thence, continuing along Cache Creek, S. 65° 05'E., 204.00 feet and S. 39° 05'E., 795.00 feet to a point; thence, leaving Cache Creek, S. 0° 08'W., 5102.00 feet to the point of beginning.

Excepting therefrom 5.0 acres, more or less, in the SE corner of the above described tract, conveyed to David L. Rodgers, et ux, in 837 O.R., 371.

EXHIBIT "A" (CONT'D)

ADDITION TO PRESERVE NO. 24 (CONT'D)

Thomas Ferro and Mary Ferro

Assessor's Parcel No. 25-092-01

Beginning at the Southwest corner of Section 31, T1ON, R1E, M.D.B.& M., and running thence East along the South boundary of said Section 1543 feet to the Southeast corner of what is known as the Brattin Tract; thence North along the East boundary of said tract 725 feet to the center of Cottonwood Slough; thence up and along said Slough in a straight line 1609 feet to a point on the West boundary of said Section 31, 1168 feet North of the place of beginning; thence South 1168 feet to the place of beginning, containing 33.52 acres, more or less, together with the right to use Cottonwood Creek as an irrigating ditch to irrigate the land described or other lands.

Also a part of the Fractional West Half of Section 31, T1ON, R1E, M.D.B.& M., bounded by the following described line:

Commencing on the Mount Diablo Meridian line at a point distant 1168 feet North from the SW corner of said Section 31, T1ON, R1E, said point being in the center of Cottonwood Slough; thence in a Southeasterly direction along the center of said Slough, 1609 feet to the West boundary line of the property belonging to B.B. Franklin; thence North along said last mentioned line 43.115 chains, more or less, to the Southerly boundary line of the Gordon Grant; thence N. 79° 45'W., along the said Grant line 24.50 chains to the said meridian line and the West line of said Section 31; thence South along the last mentioned line to the place of commencement, and containing 97.48 acres, more or less.

Reserving and excepting, however, unto the Grantor herein named, an undivided one-half interest in and to all Oil, Gas and other minerals until January 1, 1975, together with the right of ingress and egress thereto, for the exploitation thereof.

EXHIBIT "A" (CONT'D)

ADDITION TO PRESERVE NO. 24 (CONT'D):
Clarence Laney, as Executor of the will of
~~Estate of~~ Hazel Dell Miller, Deceased

Assessor's Parcel No. 25-092-02

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

BEGINNING at a Quarter corner in the South line of Section 31, in Township 10 North, Range 1 East, M. D. B. & M., and extending thence North 0° 45' 30" East along the occupied Quarter Section line through the center of said Section 31 and on and along same course to the point of intersection with the center line of the County Highway Prefix 1, said point being also on the line common to Rancho Guesisosi and said fractional Section 31, a total distance of 3306.45 feet; thence North 79° 06' 30" West along the center line of the said County Highway which is also the Northerly line of said fractional Section 31, a distance of 1718.63 feet; thence South 0° 15' 30" West along an occupied property line, a distance of 2883.75 feet to a point on the center line of a drainage canal; thence down and along the center line of said drainage canal South 69° 49' 30" East 571.35 feet; thence South 59° 43' 30" East 417.40 feet; thence South 54° 15' 30" East 571.20 feet to the point of intersection with the South line of said Fractional Section 31; thence leaving the center line of said drainage canal and extending South 88° 52' 15" East along the South line of said fractional Section 31, a distance of 296.63 feet to the point of beginning and including 119.855 acres of land.

EXCEPTING THEREFROM, the following:

A strip of land being a portion of the Southwest 1/4 of Section 31, T. 10 N. R. 1 E, Yolo County, California, more fully described as follows:

COMMENCING at the South 1/4 corner of said section; thence North 00° 01' 08" East along the quarter section line 20.00 feet to the North right of way line of County Road 24, THE TRUE POINT OF BEGINNING; THENCE continuing along said quarter Section line North 00° 01' 08" East 22.00 feet; thence along a line parallel to and 22.00 feet North of said right of way line North 89° 36' 37" West 357.22 feet to the centerline of a drainage canal; thence along said centerline South 54° 59' 52" East 38.73 feet to said North right of way line of County Road 24; thence along said right of way line South 89° 36' 37" East 325.48 feet to the true point of beginning.

Containing 0.172 acres, more or less.

ADDITION TO PRESERVE NO. 24 (CONT'D):

Thomas Ferro, Jr., Helen Ferro and Donald A. Ferro

Assessor's Parcel No. 21-350-15

The fractional E½ of Section 36, T10N, R1W, M.D.B.&M.

Hattie A. Mast, Christian E. Mast III and Robert A. Mast

Assessor's Parcel No.21-350-31

That certain real property situated in the County of Yolo, State of California:

A portion of the West½ of fractional Section 36, T10N, R1W, M.D.B.& M., described as follows:

Beginning at a point on the centerline of State Highway 16 that bears N. 79° 44' 35"W., 153.78 feet from the SW corner of Parcel "A" as shown on that certain Record of Survey filed in Book 9 of Maps and Surveys at page 143, Yolo County Records, said point also being the West line of said fractional Section 36, T10N, R1W; thence, along the centerline of said State Highway, S. 79° 44' 35"E., 2120.57 feet; thence S. 79° 25' 35"E., 557.63 feet; thence leaving said State Highway centerline S. 0° 55' 11"E., 1615.00 feet; thence N. 79° 44' 35"W., 2691.17 feet to a point on the West line of said Section 36; thence, along said West line, N. 0° 26' 49"W., 1615.56 feet to the point of beginning and containing 97.808 acres, more or less.

ADDITION TO PRESERVE NO. 24 (CONT'D):

Robert A. Mast

Assessor's Parcel No. 21-350-32

Being a portion of the West half of fractional Section 36, T1ON, R1W, M.D.B.& M., described as follows:

Beginning at the W¼ corner of said Section 36 as said quarter corner is shown on that certain Record of Survey filed in Book 4 of Maps and Surveys at page 99, Yolo County Records; thence along the West line of said Section 36, S. 0° 01' 34"E., 720.62 feet to the centerline of a slough; thence, along the centerline of said slough N. 89° 24' 58"E., 91.69 feet; S. 46° 05' 03"E., 157.05 feet; S. 31° 26' 32"E., 226.15 feet; S. 51° 49' 02"E., 338.23 feet; S. 80° 42' 18"E., 142.83 feet; N. 81° 59' 20"E., 217.50 feet; N. 87° 43' 32"E., 885.62 feet; N. 84° 23' 56"E., 264.31 feet; S. 85° 31' 00"E., 171.62 feet; S. 76° 38' 45"E., 186.02 feet; S. 83° 29' 54"E., 221.35 feet; thence leaving the centerline of said slough N. 0° 55' 11"W., 1352.37 feet; thence N. 79° 44' 35"W., 2691.17 feet to a point on the West line of said Section 36; thence along said West line, S. 0° 26' 49"E., 587.51 feet to the point of beginning and containing 91.264 acres, more or less. It is the intention of this description that the boundary line along the centerline of the slough as described shall remain fixed and not change with any future change of location of said slough.

PRESERVE NO. 50:

Frederick F. Wild, Harold J. Wild, Claude E.Wild, Margaret M. Wild, and Eva C. Wild

Assessor's Parcel No. 18-030-04

The E½ of Section 5, T12N, R2W, M.D.B.& M.

ADDITION TO A-P-42:

William J. Winter & Olive Winter

Assessor's Parcel Nos. 21-480-11, 21-480-21, & 21-480-22

All that portion of the E½ of the SW¼ and the W½ of the SE¼ of Section 1, T9N, R2W, M.D.B.&M. lying south of the County Road; and the NE¼ of the NW¼ of Section 12, T9N, R2W, M.D.B.&M.; and that certain property being more particularly described as follows: BEGINNING at the quarter corner of the North line of said Section 12, and running thence South 20 chains; thence North 69½° East 10.00 chains to the center of Cottonwood Creek; thence up said creek following the meanders thereof the following courses and distances: North 18° West 43 links; North 8° 45' West 1.09 chains; North 10° East 1.41 chains; North 3.00 chains; North 38° West 3.28 chains; North 17° East 0.85 chains; North 25° 15' East 1.58 chains; North 37° West 0.60 chains; North 51° 30' West 1.67 chains; North 7° West 182 chains; North 55° West 1.64 chains; thence leaving said Creek, North 1.75 chains to the North line of said Section; thence following the Section line, West 4.85 chains to the point of beginning.

Robert K. & Orilla E. Halley and Edward N. & Marjorie Halley

Assessor's Parcel No. 21-480-25

The E½ of the SE¼ of Section 1, T9N, R2W, MD.B.&M.

Frank Puttoff, Bringfried Puttoff, George E. Maier and Elena M. Maier

Assessor's Parcel Nos. 21-480-13 and 21-480-24

The NE¼ of the SW¼ of Section 1, and that portion of the SE¼ of the SW¼ of Section 1, T9N, R2W, lying northerly of County Road 25.

ADDITION TO PRESERVE 42:

Norman H. Jared & Florence Jared

Assessor's Parcel No. 21-480-23

All that portion of the W½ of the SE¼ of Section 1, T9N, R2W, M.D.B.&M. lying north of the County Road 25.

James E. McFarland, Louise A. McFarland, Florence E. Forbes, George S. Forbes, and Anne Forbes

Assessor's Parcel Nos. 21-370-05 and 21-480-14

The N½ of Section 1, T9N, R2W, M.D.B.&M., and the NW¼ of Section 6, T9N, R1W, M.D.B.&M.

F. W. Nissen and Grace E. Nissen

Assessor's Parcel No. 21-380-14

Lots 1 through 40, inclusive, of the Forgeus and Easton Subdivision of Almondale as shown on a map filed for record in Map Book 2, at Pages 35-53 of Yolo County Records.

Oscar Farnham, Darrel Farnham and Joyce Farnham

Assessor's Parcels No. 18-572-01,02,& 03

Lots 7, 14 and the South 10 acres of Lot 16 of the Rhoades and Sweitzer tracts as shown on the map filed for record in Maps and Surveys, Book 4, page 30 of Yolo County Records.

Charles Silva and Gussie S. Silva

Assessor's Parcel No. 18-572-07

Lots 17A, 17B, and 17C of the Rhoades and Sweitzer Tracts as shown on the map filed for Record in Maps and Surveys, Book 4, page 30, of Yolo County Records.

ADDITION TO PRESERVE 42 (CONT'D):

John Firpo and Barbara L. Firpo

Assessor's Parcels No. 18-572-08 & 09

Lots 8A, 8B, 12A, 13A, 13B, and 13C of the Rhoades and Sweitzer Tracts as shown on the map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records.

ADDITION TO PRESERVE 8:

Herman K. Schwarz

Assessor's Parcels Nos. 21-051-02, 03, 12, & 13

Parcel One: That part of Rancho Canada de Capay lying in Capay Valley, Yolo County, California, bounded and described as follows:

Beginning in the center of the Southern Pacific Railroad right-of-way at a point where the North line of the lands known as S.C. Wright land crosses the Railroad right of way; thence along the center of said right-of-way in a general Northerly direction to the South line of the land known as the old W. H. Soule Ranch; thence West along said South line to the East line of the lands known as the Holton Ranch; thence South along the East line of the said Holton Ranch to the SE corner of said Ranch; thence West along the South line of said Holton Ranch to the Western Boundary of Rancho Canada de Capay, which boundary is also known as the West grant line; thence in a general Southerly direction along the said Western boundary or grant line to the North line of the lands now owned by Denver D. Holmes; thence East along said North line to the lands known as the Mary Winter Smith lands; thence East along the North line of the said Mary Winter Smith lands to the SW corner of the above mentioned S.C. Wright lands; thence North along the West line of the said S.C. Wright land to the NW corner of said land, thence East along the North line of the said lands to the place of beginning.

Parcel Two: Lots 1,2,3,4,5,6,7,8,9,10,11,12, 13 of J.M. Rhodes Subdivision of a part of the Rancho Canada de Capay, as shown by the Map or Plat thereof on file and of record in the Office of the County Recorder of said County of Yolo, in Book 1 of Maps, at page 45, and all right, title and interest of said party of the first part in and to Christmas Avenue, as shown on said Map and in and to the right-of-way of the Vaca Valley and Clear Lake Railroad Company.

Excepting therefrom all that portion of Lot 1, conveyed to the State of Californua by Deed dated May 6, 1953 and recorded August 20, 1953 in

ADDITION TO PRESERVE 8 CONT'D:
Herman K. Schwarz (CON'T)

Assessor's Parcels No. 21-051-02,03,12,& 13

in Book 401 of O.R. at page 366, executed by Clara Winter, a widow and Denver D. Holmes, a single man (mother and son as Joint Tenants.)

Parcel Three: Commencing on the Westerly boundary line of Rancho Canada de Capay where said line is intersected by division line between lands of Arnold and Gillig and Henry Rhodes; thence East along last mentioned line, 214 rods to a stake; thence North 96 rods; thence West 257 rods to the Westerly boundary line of said Rancho; thence SE along said line to the point of beginning.

Also all that certain tract described as follows: Beginning at a point on the North line of Block "O" of Rancho Canada de Capay, 123 rods East of the Northwest corner of said Block and running thence West to the Northwest corner of said Block; thence Southerly along the Grant line 26 rods; thence Northeasterly in a direct line to the place of beginning.

Also that certain piece or parcel of land described as follows: Being a portion of the NE¼ of Section 3, T10N, R3W, M.D.B.& M., and being a piece of land lying between the County Road and the Grant line opposite and adjoining the land now or formerly owned by J.M. Johnson, including the road.

Also the following: Being a part of Block "O", Arnold and Gillig's Subdivision of the Rancho Canada de Capay; Beginning at a point on the North line of said Block 20.14 chains West of the SE corner of said Johnson's land in said Rancho, and running thence South 66° 15'W., 3.50 chains to a pine tree, 30 inches in diameter; thence S. 65°W., 2.52 chains; thence S. 77° 15'W.,21.00 chains to a point from which an oak tree 20 inches in diameter bears S.14°W., 10 links distant; thence N. 80° 15'W., 5.62 chains; thence N. 77° 51'E., 28.82 chains; thence East, 3.35 chains to the place of beginning. Also a strip of land 20 feet wide along the South line of the above described tract.

ADDITION TO A-P 8 (CONT'D):

Joseph T. Lindberg & Betty Lindberg

Assessor's Parcels No. 21-410-20 & 24

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

Beginning at a point on the South line of Section 14, T10N, R3W, M.D.B.& M., said point being West 1884.84 feet from the corner common to Sections 13,14,23 and 24, T10N, R3W, M.D.B. & M., and being on the center line of Salt Arroyo; thence following the center line of said Arroyo N. 9° 05' 30"W., 221.93 feet; thence N. 11° 35' 30"E., 228.35 feet; thence N. 7° 12' 30"E., 242.95 feet; thence N. 75° 55' 30"E., 233.85 feet; thence N. 54° 48' 30"E., 145.24 feet; thence N. 3° 24' 30"E., 59.92 feet to the True Point of Beginning.

Thence leaving said True Point of Beginning on the center line of said Salt Arroyo, N. 3° 24' 30"E., 345.29 feet; thence N. 55° 21' 30"E., 366.91 feet; thence N. 36° 01'W., 60.93 feet; thence N. 1° 07'W., 276.25 feet; thence N. 65° 06' 30"E., 197.68 feet; thence S. 61° 08' 30"E., 290.18 feet; thence N. 78° 53' 30"E., 107.25 feet; thence N. 61° 26' 30"E., 244.43 feet; thence N. 0° 06' 30"W., 220.45 feet; thence N. 72° 44' 30"E., 840.44 feet; thence N. 73° 22'E., 474.00 feet; thence S. 87° 01'E., 167.44 feet; thence N. 51° 06'E., 116.87 feet to a point on the Westerly boundary of Rancho Canada de Capay being N. 40° 01' 30"W., 963.53 feet distant from corner No. 13 of said Rancho; thence N. 40° 01' 30"W., along said Westerly boundary 1029.10 feet to the intersection of the center line of Sale Arroyo with said Westerly boundary of Rancho Canada de Capay, thence Southwesterly along said center line of Salt Arroyo to the True Point of Beginning.

John M. Craig

Assessor's Parcel No. 21-410-11

The East ½ of the SE¼ of Section 22, T10N, R2W, M.D.B.& M.

ADDITION TO A-P 8 (CONT'D): Jane Fitzgerald, John Fitzgerald, Katherine Fitzgerald, Gus Inglin & Annie Inglin.
Assessor's Parcels No. 21-410-01,03,04,05,26,& 28, 21-420-09,& 10

The SW¼ and the NW¼ of the SE¼ of Section 22; the W½ of Section 15 and the NW¼ and W½ of the NE¼ of Section 22; the E½ of Section 15; that 42.84 acres of the E½ of the NE¼ of Section 22 lying North of a line bearing S. 74° 38'W., 1368.93 feet from the SE corner of the NE¼ of the NE¼ of said Section 22; all of fractional Section 14 lying West of the centerline of Salt Arroyo; the N½ of the NW¼ of Section 23; and the South 40 acres of Lot 1 and all of Lots 2 and 3 of Fractional Section 11, all in T10N, R3W., M.D.B.& M.

Thomas N. Ferro, Jr., Helen Ferro, and Donald A. Ferro
Assessor's Parcels No. 21-420-03,04,06,07,& 08, 21-430-22,23,26,& 30, 21-440-05,& 11

The SW¼ of Section 3; Lots 4 and 5 of Section 3 excepting that 30 acres lying East of the County Road from Capay Valley to Berryessa Valley; the W½ of the NE¼ of Section 3, excepting that portion described as beginning at the NE corner of said W½ of the NE¼; thence 23.33 chains; thence N. 6° 51'W., 23.50 chains; thence East along the Township line 2.80 chains to the point of beginning; that portion of Lot 3 of Section 3 lying South of a line bearing N. 61°E., from a point 3.22 chains North of the center of said Section 3; the S½ of the NW¼, the NE¼ and S½ of the NE¼, the SE¼ and the East 5 chains of the SW¼ of Section 4; Lots 1,2,3,6,7,& 8 of Section 8; the S½ and the NE¼ of Section 9, the SW¼, the South 4 chains and East 5 chains of the SE¼ and East 5 chains of the NE¼ all in the NW¼ of Section 9; the N½ of the N½ of Section 10; all of Section 16; and the NE¼ of the NE¼ of Section 17; all in T10N, R3W, M.D.B.& M.

ADDITION TO A-P 8 (CONT'D):

Barbara S. Fredericks

Assessor's Parcels No. 18-420-21,& 22, 18-430-15,42,43,52,& 53, 18-450-18,25,27,& 28

The S½ of the SE¼ of Section 8; Lot 3 of Section9; the W½ of the NW¼, the SW¼ and Lots 1 and 2 of Section 16; the NE¼ and S½ of the NE¼ and the NE¼ of the SE¼ of Section 17; the SW¼ of the NW¼, the S½ and SE¼ of the SW¼, the N½ of the SE¼ and the E½ of the NE¼ all in Section 20; all of Fractional Section 21; Lots 1,2, and 3 of Fractional Section 27; the N½, the SE¼ and the N½ of the SW¼ of Section 28; the E½ of the SE¼ and the SE¼ of the NE¼ of Section 29; the NW¼ and the North 75 acres of the East½ of the NE¼ of Section 33; and the North 73 acres of the Fractional NW¼ of Section 34; all in T11N, R3E, M.D.B.& M.

Robert B. Wirth and Vesta Wirth

Assessor's Parcels No. 21-440-08,09,& 10, 21-450-11, & 22

The South½ and the NE¼ of Section 21 lying in Yolo County; the West½ of the NW¼ and the NW¼ of the SW¼ of Section 27; the North½ and the North½ of the South½ of Section 28 lying in Yolo County; all in T10N, R3W, M.D.B.& M.

ADDITION TO A-P 8 (CONT'D): EXHIBIT "A" (CONT'D)
Albert B. Everett and Dorothy Everett

Assessor's Parcels No. 18-410-04, 18-440-01 & 18-542-10

The fractional Northwest Quarter (Frac'l NW 1/4), and all that portion of the Northeast Quarter (NE 1/4), of Section Fourteen (14), Township Eleven (11) North, Range Three (3) West, M. D. B. & M. described as follows: Beginning at the quarter Section Corner on the East line of said Section 14, and running thence North 28.54 chains, more or less, to the Southerly line of that portion of said Section 14, conveyed by the Bank of Woodland, a corporation, to F. L. Gibbs, by deed recorded in Book 58 of Deeds, at page 512, Records of said Yolo County; thence North 71° 05'W. 15.67 chains to an oak tree 12 inches in diameter; thence North 44° 55' W. 17.67 chains to oak tree 12 inches in diameter; thence North .53 chains, more or less, to North line of said Section 14; thence West along said line, 12.73 chains, more or less, to the Quarter Section corner thereon; thence South 47.09 chains, more or less, to the center of said Section; thence East 40 chains, more or less, to the place of beginning, and containing 301.21 acres, more or less.

Also Lot Four (4) and all that portion of Lot Three (3), of Section Ten (10), lying South and East of a line beginning at the Quarter Section Corner between Sections Ten (10) and Eleven (11), and running thence South 61° W. 7.04 chains; thence South 53-1/2° W. 4.80 chains; thence South 41° W. 2 chains to the West line of said Section Ten (10); and the Southwest Quarter (SW 1/4), the West 12.73 chains of the Southwest Quarter of the Southeast Quarter (S.W.1/4 of SE 1/4); and all that part of the North Half (N 1/2, of Section Eleven (11), lying within the following lines: beginning at the above described Quarter Section Corner, and running thence North 51° E. 1.32 chains; thence North 56 1/2° E. 3.52 chains; thence North 60° E. 4.80 chains; thence North 68° E. 4.17 chains to an oak tree 20 inches in diameter; thence North 83 1/2° E. 6.89 chains; thence South 47° E. to a point two chains North of the Quarter Section line running East and West through said Section Eleven (11); thence North 85° E. and parallel with said Quarter Section line, to the Eighth Section line running North and South through the Northeast Quarter (NE 1/4) of said Section Eleven (11); thence South two (2) chains to the above described Quarter Section line; thence South 85° W. along said Quarter Section line, to the place of beginning, all in Township Eleven (11) North, Range Three (3) West, M.D. B. & M., and containing 208.60 acres, more or less.

Also a portion of the Rancho Canada de Capay, beginning at the Southeast corner of a tract of land conveyed by F. W. Fratt to the late P. G. Everett, and running thence North 21 1/2° W. 77.18 chains, more or less, to the Southerly line of a tract of land conveyed by J.B. Everett to L. P. Everett; thence South 54 1/2° W. 4.40 chains; thence North 60° W. 7.00 chains, to the center line of Cache Creek; thence Southerly along the center line of said creek and following the meanderings thereof, to a point 23.00 chains West of the place of beginning, thence East to the place of beginning, containing 107 acres, more or less.

EXHIBIT "A" (CONT'D)

ADDITION TO A-P 8 (CONT'D):
Richard N. Bloom and Betty D. Bloom
Assessor's Parcels No. 18-542-01& 02

all that real property situate in the

County of Yolo, State of California, described as follows:

A part of the Rancho Canada de Capay described as follows:

BEGINNING at a gas pipe driven into the ground on the division line between J.D. Everett & L.P. Everett, it being on the North line of the lane referred to in the deed from J.B. Everett, dated October 23, 1888, and recorded in Book 44 of Deeds, at page 62, and further defined as being South 70° 45' West 13.3 feet from the S.E.corner of L.P. Everett's Southern Addition to the Guinda Colony Tract, and running thence South 17°57' East along the West line of the lands of F.C.B. Swete, 1026 feet to an iron monument marking the S.W.corner of the said Swete property; thence North 80° 01' East along the South line of the said F.C.B. Swete property 58.3 feet to an iron monument; thence South 1°23' East parallel to and 15 feet Westerly from a row of fruit trees 786.5 feet to a 1" x 2" gas pipe; thence South 87°32' West 558.6 feet to a 1½" gas pipe driven in the East fence line of a county road; thence North 1°16' West along the East fence line of said county road 712 feet to an iron monument; thence North 7°30' West 278.7 feet; thence North 17°12' West 259.2 feet; thence North 24°31' West 418.6 feet to an iron monument marking the intersection of the East fence line of the said county road with the South line of Lot 10 of L.P.Everett's Southern Addition to the Guinda Colony Tract; thence North 71°05' East along the South line of said Lot 10 of L.P.Everett's Southern Addition to the Guinda Colony tract 494 feet to the place of beginning, saving and excepting that 40 foot road running East and West through the above described tract of land.

The area conveyed containing 19.31 acres.

O.T. McGrew
Assessor's Parcel No. 18-430-58

The South½ of the NW¼ and the SW¼ of Section 18; and Lot 1 of Section 19, all in T11N, R3W, M.D.B.& M.

ADDITION TO A-P 8 (CONT'D):

Kenneth M. Wilson and Betty Jane Wilson

Assessor's Parcel No. 18-541-17

All that real property situate in the County of Yolo, State of California, and is described as follows:

Lot No. 1 of 26.09 acres, and Lot No. 2 of 18.89 acres of the Amaranth Colony Tract, as shown on the Official Map or Plat of said tract filed in Book 1 of Maps, at page 53, records of said Yolo County

Beginning at a point the NE corner of Lot 2 Amaranth Colony Tract, Capay Valley, Yolo Co., Cal., as shown by the map or plat thereof on file and of record in the Office of the County Recorder of Yolo County, and running thence East 100 feet to the Easterly line of Railroad Right of Way; thence Southerly along said Easterly line of Railroad Right of Way to the intersection of said Easterly line with the Southerly line of Lot 1 of said Tract; thence West 100 feet, a little more or less, to the West line of Railroad Right of Way; thence Northerly along said Westerly line of said right of way to the point of beginning.

Thomas Ferro, Mary Ferro and Thomas Ferro, Jr.
Assessor's Parcels No. 18-450-31 & 32, 21-430-34

The SE¼, the NE¼ of the SW¼, the NW¼, the S½ of the NE¼ and the NW¼ of the NE¼ of Section 31; the SE¼ of the SW¼ and the S½ of the SE¼ of Section 30, excepting therefrom 7.61 acres conveyed by Mary A. Winter to Charles Danne, by Deed dated October 11, 1894, recorded March 19, 1895 in Book 52, of Deeds, at page 208 in T11N, R3E, M.D.B.& M., Lots 1,2,3,and 4, the East½ of Lot 5, Lots 6 and 7 and the E½ of the SE¼ lying North of the County Road from Capay Valley to Berryessa Valley of Section 5; and Lots 1 and 2 of Section 6; in T10N, R3E, M.D.B.& M.

ADDITION TO A-P S (CONT'D):

Jack W. Parnham and Helen Louise Parnham

Assessor's Parcels No. 18-450-24, 18-571-01 & 04, 21-430-21, & 28

The SE¼ of the NE¼ and the East½ of the SE¼ of Section 32, the SW¼ of the NW¼, the South½ and the SW¼ of the NW¼ of Section 33; that part of the SE¼ of the NE¼ of Section 33 described as beginning at a point 4.30 chains North from the Quarter corner common to Sections 33 and 34, thence South 4.30 chains to said Quarter corner; thence West 20.00 chains; thence North 6.00 chains; thence S. 79½°E., to the point of beginning and containing 4.90 acres; the West½ of the SW¼ and Lot 3 of Section 34; that portion of the SW¼ of the NW¼ and that portion of Lot 2 of Section 34 described as beginning at the Quarter Section corner between Sections 33 and 34, and running thence North 4.30 chains; thence S. 79½°E., about 22.60 chains to a pine tree 18½ inches in diameter; thence continuing S. 79½°E., 2.27 chains to the West boundary of Rancho Canada de Capay; thence Southerly along said boundary line to a point due East from the point of beginning; thence West 26.46 chains to the point of beginning, containing 16 acres; the South 10 acres of Lot 25 and Lots 32,33, and 34 of the Rhodes Tract as shown on the map filed for record in Map Book 1, page 18, of Yolo County Records all being in T11N, R3E, M.D.B.& M., and Lots 2,3, and 4 of Section 4, R10N, R3W, M.D.B.& M.

Harlan L. Smith and Joy L. Smith

Assessor's Parcels No. 18-461-44 & 18-541-05

Lots 1 and 20 of the Guinda Colony Tract, excepting from said Lot 1 that portion lying Southwesterly of a line which is parallel to and distant 448 feet from the Northeasterly line of said Lot 1, and excepting the Northerly 460 feet of said Lots 1 and 20 lying Northerly of a line parallel to and distant 460 feet from the Northwesterly line of said Lots 1 and 20 and Lots 1 and 2 of L.P. Everett's Southern Addition to Guinda Colony Tract as shown on a map filed for record in Maps and Surveys Book 1, page 66, of Yolo County Records.

ADDITION TO A-P 8 (CONT'D):

Caroline Nottingham and Martha M. Stephenson and R. E. Nottingham

Assessor's Parcels No. 18-541-08,11 & 20

The West 4.44 acres of Lot 5 and all of Lots 6,7,11-A,12,13,14,15, and 16, Amaranth Colony Tract filed for record in Book 1 of Maps, at page 53, Yolo County Records.

Albert R. Sharp and Elizabeth K. Sharp

Assessor's Parcel No. 18-541-22

Lot 10 and 11 of Amaranth Colony Tract filed for record in Book 1 of Maps, on page 53, Yolo County Records.

Richard N. Bloom and Betty D. Bloom
Assessor's Parcel No. 18-541-26

Lots 11 and 12 of L.P. Everett's Southern Addition to the Guinda Colony Tract as shown on a map filed for record in Maps and Surveys Book 1, page 66, Yolo County Records, excepting therefrom:

All that portion of the East 50 acres of Lot 12, L.P. Everett's Southern Addition to the Guinda Colony Tract, filed in the office of the County Recorder of Yolo County, March 27, 1894, in Book 1 of Maps, Map No. 48, described as follows:

Beginning at the Southwest corner of said East 50 acres and running thence S. 89° 30'E., along the South boundary of said fifty acre tract 510 feet; thence N. 472 feet, thence S. 78° 45'W., 520 feet; thence S. 366 feet, to the point of beginning, containing 4.90 acres, more or less.

ADDITION TO A-P 8 (CONT'D):

George R. Kibbe and Verdi Kibbe

Assessor's Parcel No. 18-542-08

Beginning at a point S. 70° 45'W., and 13 3/10 feet from the SE corner of L. P. Everett's Southern Addition to the Guinda Colony Tract in Rancho Canada de Capay, and running thence S. 17° 57'E., 1026 feet; thence N. 80° 1'E., 1170 feet to the West bank of Cache Creek; thence N. 10° 26'E., 400 feet; thence N. 10° 20'W., 350 feet; thence N. 20° 40'W., 400 feet; thence N. 33° 25'W., 198 feet to the South line of land of L.P. Everett; thence along said Everett's South line S. 74° 9'W., 626 feet; thence S. 7° 15'E., 110 feet; thence S. 70° 45'W., 677 feet to the place of beginning, containing 36.4 acres of land, more or less.

Also a strip of land lying Easterly of the above described tract bounded as follows:

Beginning at the NE corner of above tract and running thence N. 74° 9'E., to the center of Cache Creek; thence Southerly along center of Cache Creek to a point North 80° 1'E., from the NW corner of above described tract; thence S. 80° 1'W., to said SW corner; thence N. 10° 26'E., 400 feet; thence N. 10° 20'W., 350 feet; thence N. 20° 40'W., 400 feet; thence N. 33° 25'W., 198 feet to the place of beginning.

ADDITION TO A-P 8 (CONT'D):

John H. Prescott and Ernest Box

Assessor's Parcels No. 18-551-02 & 03, 18-552-02

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

All of Lots No. 1,2,3,4,5,6,7, and 8, as said Lots are designated and delineated on that certain map entitled "Map of the Craig-Stitt Subdivision of the T.E. Haven Property, being a portion of the Rancho Canada de Capay near Guinda, Yolo County, California", filed for record in the Office of the County Recorder of the County of Yolo, on August 14, 1915 in Book 3 of Maps, at page 30.

All of Blocks 1,2,3,4,5,8 and 9, as said Blocks are delineated and designed on that certain map entitled "Map of Heine Tract", filed for record in the Office of the County Recorder of the County of Yolo, on July 13, 1892 in Book 1 of Maps, at page 35.

Beginning at a point on the center line of the Southern Pacific Railroad Company's (formerly Clear Lake Division of the North Railway Company) Railroad where said center line intersects the Easterly projection of the division line between the lands now or formerly of H.C. Sweitzer and the lands now or formerly of Victoria Land Company, thence Easterly along said Easterly projection of said division line to a point on said division line which is one hundred and twenty-five feet distant measured at right angles Easterly from said center line, said point being on the Easterly line of the right of way of said Railroad; thence Northerly along said Easterly line of right of way, parallel to said center line, and at a uniform distance of one hundred and twenty-five feet Easterly therefrom, to a point which is one hundred and twenty-five feet distant measured at right angles Easterly from Engineer's Station 904 & 20 of said center line; thence at right angles Westerly Seventy-five feet to a point on the Easterly line of right of way of said railroad; thence Northerly along said Easterly line of right of way, parallel to said center line and at a uniform distance of fifty feet measured at right angles Easterly therefrom, thence one hundred and sixty-seven feet, more or less, to a point on the Northerly boundary of the said tract of land formerly owned by Bertha Heine; thence Westerly along said boundary line, which intersects said center line of said Railroad at or near Engineer's Station 907 & 87, to a point on the Westerly line of right of way of said Railroad which is fifty feet distant measured at right angles Westerly therefrom, to a point; thence Westerly, at right angles, fifty feet to a point of said Westerly line of right of way which is one hundred feet distant, measured at right angles, Westerly from Engineer's Station 904 & 20 of said center line; thence Southerly along said Westerly line of right of way, parallel to said center line and at a uniform distance of one hundred feet Westerly therefrom, to a point on the division line between the lands now or formerly of H.C. Sweitzer and the lands, now or formerly of Victoria Land Company; thence Easterly

ADDITION TO A-P 8 (CONT'D):

John H. Prescott and Ernest Box (CON'T)

Assessor's Parcels No. 18-551-02 & 03, 18-552-02

along said division line to the point of beginning, containing an area of 7.71 acres, more or less, being a portion of the lands conveyed by two deeds from the Capay Valley Land Company to Northern Railway Company, dated November 30, 1888, and recorded December 3, 1888, in Liber 44 of Deeds, page 147, and Volume 44 of Deeds, page 154, Yolo County Records.

Beginning at a point on the West side of the County Road through Capay Valley, 13½ feet South from the Southerly line of the lands formerly owned by J.B. Everett, and running thence along the West line of the said County Road S. 2° 56'E., 184½ feet to a stake at the NE corner of Lot 8 of the Heine Tract; thence West along the Northerly line of Lots 8,4,3, and 2 of the Heine Tract, 2915 feet to the NW corner of said Lot 2; thence N. 12° 30'W., 188.63 feet to a point 13½ feet South of the Southerly line of the land formerly known as the J.B. Evereet Land; thence East, 2946.39 feet to the place of beginning containing 12.48 acres, more or less, and being the property conveyed to Victoria Land Company by S.E. Knowles by deed dated June 24, 1938, and recorded June 29, 1938 in Book 116 of Official Records, at page 211.

Richard N. Bloom and Betty D. Bloom

Assessor's Parcels No. 18-541-12 & 13

Lots 3 and 4 and the Easterly 13.33 acres of Lot 5 of Amaranth Colony Tract filed for record in Book 1 of Maps, page 53, Yolo County Records.

ADDITION TO A-P 8 (CONT'D):

Thomas J. Holland

Assessor's Parcels No. 18-561-10 & 11

All that certain parcel of land situated in the Rancho Canada De Capay, being all those parcels of land shown and delineated on that certain map entitled "Map of C. H. Curtis Lands" as said map is recorded in Maps and Surveys, Book 4 at page 98 in the office of the County Recorder Yolo County, California, excepting therefrom all those parcels of land as shown and delineated on that certain map entitled "Record of Survey of a Portion of Vera D. Curtis Lands" as said map is recorded in Maps and Surveys Book 9 at page 103 in the office of the County Recorder Yolo County, California, and being more particularly described as follows:

Beginning at a 1" iron pipe, as shown on those certain maps entitled "Map of C. H. Curtis Lands" and "Record of Survey of a portion of Vera D. Curtis Lands", said point of beginning lying N 37° W 347.20 ft and S 77° 10' W 2599.91 ft from the northeast corner of lot 5 of the Rhoades & Sweitzer Tract, and commencing thence from said point of beginning N 83° 17' W 3515.07 ft to a 1" iron pipe lying in the west boundry line of the Rancho Canada De Capay, thence along the west boundry line of the Rancho Canada De Capay N 12° 15' W 3782.00 ft to a 1" iron bar, said bar lying S 12° 15' W 3782.70 ft from C. C. 7 as said point is delineated on the map of said Rancho Canada De Capay, thence N 77° 15' E 3453.70 ft, thence S 6° 14' E 1856.50 ft, thence S 10° 26' E 1230.00 ft, to an 8 inch spike in the root of an oak tree as shown on those certain maps entitled "Map of C. H. Curtis Lands" and "Record of Survey of a Portion of Vera D. Curtis Lands", thence along the westerly line of that certain map entitled "Record of Survey of a Portion of Vera D. Curtis Lands" S 0° 23' 40" E 420.00 ft, thence N 85° 13' 40" W 250.06 ft, thence S 4° 00' W 204.27 ft, thence N 86° 00' W 149.60 ft, thence S 4° 00' W 715.77 ft to a point in the center line of an arroyo, thence following along the center line of said arroyo the following courses and distances N 89° 52' 35" E 162.23 ft, N 71° 40' 22" E 83.29 ft, S 69° 47' 12" E 32.01 ft, N 16° 06' 47" E 54.48 ft, N 64° 43' 29" E 50.35 ft, N 70° 10' 15" E 20.40 ft, N 44° 54' 01" E 74.56 ft, S 64° 26' 20" E 49.69 ft, N 82° 24' 50" E 97.49 ft, S 45° 33' 39" E 107.63 ft, N 50° 06' 44" E 105.89 ft, S 61° 42' 08" E 71.10 ft, N 59° 36' 44" E 57.14 ft, S 81° 29' 58" E 34.14 ft, N 70° 00' 15" E 63.14 ft, S 4° 42' 33" E 39.10 ft, S 40° 00' 23" W 36.06 ft, S 13° 15' 15" E 47.76 ft, S 8° 26' 18" W 54.64 ft, S 7° 32' 38" E 70.99 ft, S 10° 40' 45" W. 36.21 ft, N 80° 24' 22" W. 71.70 ft, S 35° 18' 27" W 70.26 ft, N 81° 54' 45" W 113.80 ft, thence leaving the center line of said arroyo S 32° 20' 40" E 271.23 ft, thence S 53° 21' 40" E 184.10 ft to a 1" iron pipe, said pipe being the point of beginning. The above parcel of land containing 317.26 acres more or less.

ADDITION TO A-P S (CONT'D):

Thomas J. Holland (CON'T)

Assessor's Parcels No. 10-561-10 & 11

All those certain parcels of land being situated in the Rancho Canada De Capay and being more particularly described as follows:

Beginning at a point in the Westerly right of way line of California State Highway III Yol 50-B which lies South 77° 10'W., 29.53 feet from a one inch iron pipe, as shown on that certain map entitled, "Map of C.H. Curtis Lands" in Maps and Surveys Book 4 at page 98, recorded in the office of the County Recorder, Yolo County, California; said iron pipe being situated S. 77° 10'W., 26.35 feet from the NE corner of Lot 5 of the Rhoades and Sweitzer Tract, and commencing thence from said point of beginning S. 77° 10'W., 2544.03 feet to a 3/4 inch iron bar; thence N. 37° 00'W., 347.20 feet; thence N. 53° 21' 40"W., 184.10 feet; thence N. 32° 20' 40"W., 271.23 feet to a point in an arroyo; thence following along the center line of said arroyo the following courses and distances, S. 81° 54' 45"E., 113.80 feet; N. 35° 18' 27"E., 70.26 feet; S. 80° 24' 22"E., 71.70 feet; N. 10° 40' 45"E., 36.21 feet; N. 7° 32' 38"W., 70.99 feet; N. 8° 26' 18"E., 54.04 feet; N. 13° 15' 15"W., 47.76 feet; N. 40° 00' 23"E., 36.06 feet; N. 4° 42' 33"W., 39.10 feet; S. 70° 00' 15"W., 63.14 feet; N. 61° 29' 58"W., 34.14 feet; S. 59° 36' 44"W., 57.14 feet; N. 61° 42' 08"W., 71.10 feet; S. 50° 06' 44"W., 106.89 feet; N. 45° 33' 39"W., 107.63 feet; S. 82° 24' 50"W., 97.49 feet; N. 64° 26' 20"W., 49.69 feet; S. 44° 54' 01"W., 74.56 feet; S. 70° 10' 15"W., 20.40 feet; S. 64° 43' 29"W., 50.35 feet; S. 16° 06' 47"W., 54.48 feet; N. 69° 47' 12"W., 32.01 feet; S. 71° 40' 22"W., 83.29 feet; S. 89° 52' 35"W., 162.23 feet; thence leaving the center line of said arroyo N. 4° 00'E., 715.77 feet; thence S. 86° 00'E., 149.60 feet; thence N. 4° 00'E., 204.27 feet; thence S. 85° 13' 40"E., 250.06 feet; thence N. 0° 23' 40"W., 420.00 feet to a spike in the root of an oak tree; thence N. 88° 28'E., 1355.00 feet; thence S. 82° 16'E., 778.80 feet to a point on the Westerly right of way line of California State Highway III Yol 50-B; thence following along the Westerly line of said right of way S. 24° 05' 40"E., 102.13 feet; thence along a curve to the left with a radius of 1250 feet, a distance of 431.97 feet; thence S. 43° 53' 40"E., 236.11 feet; thence along a curve to the right with a radius of 2450 feet, a distance of 394.82 feet; thence S. 34° 39' 40"E., 647.67 feet to the point of beginning. Said Parcel of land containing 115.76 acres.

ADDITION TO A-P S (CONT'D):

Thomas J. Holland (CON'T)
Assessor's Parcels No. 18-561-10 & 11

Beginning at a point on the Easterly right of way line of California State Highway III Yol 50-B, said point being situated S. 62° 01'E., 7.60 feet from a one inch iron pipe, marking the most Northeasterly corner of the lands of C.H. Curtis, as shown on that certain map entitled Map of C.H. Curtis Lands in Maps and Surveys Book 4 at page 98, recorded in the office of the County Recorder, Yolo County, California, and then commencing from said point of beginning S. 62° 01'E., 190.41 feet; thence S. 6° 47'E., 228.95 feet to a point on the Easterly line of said right of way; thence commencing Northwesterly along said right of way line along a curve to the right with a radius of 1150 feet, a distance of 336.63 feet; thence N. 24° 05' 40"W., 36.96 feet to the point of beginning. Said Parcel of land contains 0.50 acres of land.

Maud P. Ekhardt

Assessor's Parcel No. 18-561-02

All that certain real property situate in the County of Yolo, State of California, and bounded and described as follows, to wit:

57 acres of land, part of the Rancho Canada de Capay, bounded on the North by the lands of Winter Co., a corporation; on the East by the County Road; on the South and West by the lands of C. H. Curtis.

ADDITION TO A-P 8 (CONT'D):

N. L. Farnham and Ruth Farnham

Assessor's Parcels No. 18-571-05,06, & 15

Lots 4A and 4B, the North½ of Lot 25, as more particularly described in Volume 8 at page 404 of Yolo County Records, Lots 26,27,28,29, 30, and 31 all of the Rhodes and Sweitzer Tracts as shown on a map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records.

Eugene D. Wanshop

Assessor's Parcels No. 18-571-08,10, & 11

Lots 1-C, 2-C, and 3-B of the Rhodes Tract as shown on a map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records, together with tracts of land formerly owned by Southern Pacific Company and described in Deeds recorded in Book 108 O.R. page 369 and Book 109 O.R. page 490, Yolo County Records.

ADDITION TO A-P 8 (CONT'D):

Mabel H. Gordon

Assessor's Parcels No. 18-571-12 & 14, 18-582-01, 18-583-04, 18-587-01

Lot 5 of Rhodes and Sweitzer Tract as shown on a map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records together with a tract of land 125 feet wide formerly owned by the Southern Pacific Company and described in Deed recorded in Volume 91, O.R., page 503, Yolo County Records.

Block F; Lots 1 through 10, inclusive, of Block A; Lots 1 through 10 inclusive, of Block B; and Lots 1 through 10, inclusive, of Block C; all of the Tancred Subdivisions shown on a map filed for record in Map Book 2, page 42, Yolo County Records, together with those portions of Park Place and Oakland Avenue of said Tancred Subdivision, abandoned December 6, 1915 as recorded in Book M, Yolo County Board of Supervisor's Minutes, page 526

Wallace R. Green and Dorothy A. Green

Assessor's Parcels No. 18-585-03, 18-586-03

Blocks D and E of Tancred Subdivision as shown on a map filed for record in Map Book 2, page 42, Yolo County Records.

ADDITION TO A-P 8 (CONT'D):

Darrel Farnham, Joyce Farnham and Oscar Farnham

Assessor's Parcels No. 18-571-13, 18-591-02 & 03

Lot 6 of Rhodes and Sweitzer Tract as shown on a map filed for record in Maps and Surveys Book 4, page 30, Yolo County Records together with a tract of land formerly owned by Southern Pacific Railroad Company and described in a Deed recorded in Volume 108, O.R., page 206 of Yolo County Records.

Lots 4,5,6,7,8,15,16,17 and 18 of the Tancred Subdivision as shown on a map filed for record in Map Book 2, page 42, Yolo County Records.

Orva T. McGrew, John Westley and Thelma C. Hoover

Assessor's Parcels No. 18-420-01,03,13,14,19,& 20, 18-430-40,57,& 58, 18-600-07,08,09,14,16,17,& 18, 18-610-11,& 12

The West½ of the SW¼ and the SW¼ of the NW¼ of Section 5; all of Section 6; the North½, the SE¼, the NE¼ of the SW¼ and Lots 3 and 4 of Section 7; the NW¼ of the NW¼, the South½ of the North½, the North½ of the South½ and the South½ of the SW¼ of Section 8; Lots 1 and 2 of Section 9; the NW¼ of the NE¼ and the North½ of the NW¼ of Section 17; the North½ of the NE¼, the NW¼ and S½ of the NW¼, and the SW¼ of Section 18; and Lot 1 of Section 19, all in T11N, R3E, M.D.B.& M., and all of Section 1; the East½ of Section 2; the East½ of the NE¼ of Section 11, all of Section 12; the North½, the SE¼, and East½ of the SE¼ of Section 13; and the North½ of the NE¼ and NE¼ of the NW¼ of Section 24; all in T11N, R4W, M.D.B.& M.

ADDITION TO
A-P-51

Reva Y. Cook, Charles A. Leathers, and Velma B. Mahoney

Assessor's Parcel No. 19-532-03

The North 103.186 acres of the SE¼ of Section 20, T11N, R2E, M.D.B.& M.

Ray L. Baird

Assessor's Parcels No. 19-460-22,29,& 30

The NE¼ of the SW¼ and the West 35 acres of the NW¼ of the SE¼ of Section 22, T11N, R2E, M.D.B.& M.

Ernestine B. Schueler

Assessor's Parcels No. 19-460-24& 25

The SE¼ of the SW¼ and the West 35 acres of the SW¼ of the SE¼ of Section 22, T11N, R2E, M.D.B.& M.

Karl Winkenhofer, Helen J. Winkenhofer, Charles Leathers and Elinor Leathers

Assessor's Parcel No. 19-532-04

The South 54.063 acres of the SE¼ of Section 20, T11N, R2E, M.D.B.& M.

Thomas L. Nix and Marianne Nix

Assessor's Parcel No. 19-542-01

The West 68.2 acres of the North 108.2 acres of the NE¼ of Section 29, T11N, R2E, M.D.B.& M.

ADDITION TO A-P-51 (Cont'd): EXHIBIT "A" (CONT'D)

Jane E. Reiff

Assessor's Parcel No. 19-542-03

The South 51.8 acres of the NW¼ and the North 80.03 acres of the SW¼ of Section 29, T11N, R2E, M.D.B.& M.

Joaquin Medina and Belmira Medina

Assessor's Parcel No. 19-542-06

The SW¼ of Section 28, T11N, R2E, M.D.B.& M.

Marajean Scarfe and Ann Leathers

Assessor's Parcel No. 19-542-07

The NE¼ of Section 28, T11N, R2E, M.D.B.& M.

Wesley P. Reiff

Assessor's Parcels No. 19-542-09, 11,12,& 18

The S½ of the SE¼ of Section 28; the E½ of the W½ and the E½ of the NW¼; the NE¼ and the N½ and the East 28.09 acres of the S½ of the SE¼ of Section 33, all in T11N, R2E, M.D.B.& M.

Ann Baird Weider

Assessor's Parcel No. 19-551-01

The N½ of the NW¼ of Section 27, T11n, R2E, M.D.B.& M.

Isabella Woods Bouton

Assessor's Parcels No. 19-551-07, 08, & 09

Lots 3,4,5, and 6 of the T.F. Laugenour Estate Lands as designated on a map filed for record in Maps and Surveys Book 4, page 43, of Yolo County Records.

ADDITION TO A-P-51 (Cont'd):

EXHIBIT "A" (CONT'D)

E. L. Wallace

Assessor's Parcels No. 19-460-26, 19-552-05,06,12,19,& 20, 19-590-22, 19-600-09

That 4.53 acre parcel in the SW¼ of Section 23, T11N, R2E, M.D.B.& M., beginning at the SW corner of said Section 23; thence East along the South line of said Section, 150 feet to the Westerly Right-of-way line of the Southern Pacific Railroad; thence N. 21° 26'E. along said Westerly Right-of-way line, 1050 feet; thence N. 88° 45'W. 349.7 feet to the West line of said Section; thence S. 0° 44' 30"W. along said the West line of said Section, 1000 feet to the point of beginning, Lots 1, 2, and 8 of the T.F. Laugenour Estate Lands as designated on a map filed for record in Maps and Surveys, Book 4, page 43, of Yolo County Records.

The E½ and the E½ of the W½ of Section 26 and all those portions of Sections 25 and 36 lying West of the Knights Landing Ridge Cut Drainage District Right-of-way; all in T11N, R2E, M.D.B.& M.,

All that portion of Section 23, T11N, R2E, M.D.B.& M., lying West of the Knights Landing Ridge Cut Drainage District Right-of-way and East of the Easterly Right-of-way line of the Southern Pacific Railroad.

The East½ of Section 35 and all that portion of the East½ of the NW¼ of said Section 35 lying East of Lots 8 and 9 of T.F. Laugenour Estate Lands as designated on a map filed for record in Maps and Surveys Book 4, page 43, of Yolo County Records.

Andrew J. Callens

Assessor's Parcels No. 19-600-01, 02, 03, & 06, 27-020-21,& 22

Lots 12 and 13 and Parcels 2 and 3 of the T.F. Laugenour Estate Lands as designated on a map filed for record in Maps and Surveys Book 4, page 43, of Yolo County Records.

The S½ of the N½ of the NW¼ of Section 34, T11N, R2E, M.D.B.& M.

EXHIBIT "A" (CONT'D)

ADDITION TO A-P-2:

Merlin J. Taber, Harmon Ray Taber, Anne G. Taber and Merlin J. Taber, Jr.

Assessor's Parcels No. 21-720-09,10,11,& 12, 21-291-10

All that certain real property situate in the County of Yolo, State of California, more particularly described as:

A portion of Block "I" of Arnold and Gillig's Subdivision of the Rancho Canada de Capay as same appears of record in the office of the Recorder of Yolo County, more particularly described as follows:

Beginning at the SE corner of said Block "I" thence along the South line of said Block "I" N. 76° 00' 30"W., 1599.84 feet and N. 68° 00' 30"W., 1806.69 feet to the intersection with the center line of Yolo County Road No. 81 (being 40 feet in width): thence along the center line of said County Road No. 81 the following courses: N. 21° 43' 40"E., 3688.11 feet, N. 48° 12' 40"E., 264.43 feet, N. 71° 18' 10"E., 165.23 feet and N. 50° 38' 20"E., 229.25 feet to the center line of that certain 120 feet wide parcel described in that certain deed from Merlin Taber, et ux., to the State of California in Book 297 O.R. page 161 of Yolo County Records; thence along the center line of said parcel S. 85° 03' 20"E., 853.38 feet and along a curve to the left having a radius of 7000 feet a distance of 501.20 feet, the chord of which bears S. 87° 05' 20"E., 501.20 feet, to the East line of said Block "I"; thence S. 0° 14' 10"W., along said East line of said Block "I" 4765.00 feet to the point of beginning.

Excepting therefrom that strip of land 60 feet wide lying Southerly of and adjacent to said center line of said State Highway as described in said deed from Taber to the State of California.

Containing 255.61 acres of land, more or less.

A portion of Block "I" of Arnold and Gilligs Subdivision of the Rancho Canada de Capay as same appears of record in the Office of the Recorder of Yolo County, more particularly described as follows:

Beginning at the SW corner of said Block "I"; thence along the line common to Blocks "I" and "J" of said subdivision N. 42° 38' 40"E., 4592.15 to the center line of that certain 120 feet wide parcel described in that certain deed from Merlin Taber et ux, to the State of California in Book 297 O.R. page 161 of Yolo County Records; thence along said center line the following courses: S. 25° 52' 20"E., 397.62 feet, thence along a curve to the left, having a radius of 700 feet,

Addition to A-P-2 (Cont'd):

Merlin J. Taber, Harmon Ray Taber, Anne G. Taber & Merlin J. Taber, Jr. (CON'T)

Assessor's Parcels No. 21-720-09,10,11,& 12, 21-291-10

a distance of 723.06 feet, the chord of which bears S. 55° 27' 50"E., 691.34 feet, and thence S. 85° 03' 20"E., 1207.87 feet to the intersection with the center line of County Road 81 (a 40 feet wide right of way); thence along said center line of said County Road 81 the following courses S. 50° 38' 20"W., 229.25 feet, S. 71° 18' 10"W., 165.23 feet, S. 48° 12' 40"W., 264.43 feet and S. 21° 43' 40"W., 3688.11 feet to the South line of said Block "I"; thence N. 68° 00' 30"W., along said South line 3409.10 feet to the point of beginning.

Excepting therefrom the Southerly 60 feet of said 120 feet wide strip as described in said deed to the State of California, and that certain 6.68 acre parcel described in the deed from M.J. Taber et ux, to M.J. Taber, Jr., in Book 408 O.R. page 138 of Yolo County Records.

Containing 234.82 acres of land.

Beginning at a point on the Southerly line of the 120 foot right-of-way of State Highway 16 opposite Engineer's Station 183 + 69.67, said point also being N. 55° 56' 20"E., 4603.20 feet from a fence corner marking the SW corner of Block "I" of Arnold and Gilligs Subdivision of the Rancho Canada de Capay; thence from said point of beginning South 0° 56'50"E., 429.73 feet to an arroyo; thence along the arroyo, N. 88° 56' 40"E., 536.75 feet; thence N. 49° 12' 50"E., 405.42 feet and N.64° 16'E., 156.81 feet to the Southerly line of the above mentioned right-of-way; thence along the right-of-way line N. 85° 03' 20"W., 955.86 feet to the beginning of a curve; thence along a curve to the right radius 760 feet and central angle of 3° 00' 40" a distance of 39.95 feet to the point of beginning and containing 6.68 acres of land, more or less.

Beginning at a fence corner on the Easterly line of Block "J" of Arnold and Gilligs Subdivision of part of the Rancho Canada de Capay situated N. 42° 38' 40"E., 2600.50 feet from the Southeasterly corner of said Block "J" marked by the intersection of fence line; thence from said point of beginning N. 50° 10'W., along a fence line 1325 feet to the Westerly line of County Road No. 80; thence N. 42° 38' 40"E., along the Westerly line of County Road No. 80 and also along the Easterly line of the Cadenasso Colony, 2513.40 feet to the centerline of California State Highway No. 16; thence S. 41° 22'E., along the centerline of the highway and its produced tangent, 683 feet to the center of a ravine; thence down and along the center of the ravine the following courses and distances: S. 18° 30'E., 172 feet; S. 38° 20'E., 205 feet and S. 45°

Addition to A-P-2 (Cont'd):

Merlin J. Taber, Harmon Ray Taber, Anne G. Taber & Merlin J. Taber, Jr. (CON'T)

Assessor's Parcels No. 21-720-09,10,11,& 12, 21-291-10

00'E., 291.30 feet to a point on the Easterly line of Block "J"; thence S. 42° 38' 40"W., along the line of Block "J", 234.85 feet to the center line of said State Highway at Engineer's Station 172 + 86.19; thence continuing along the Block line S. 42° 38' 40"W., 2015.15 feet to the place of beginning and containing 72.35 acres of land, more or less.

Excepting therefrom that portion thereof lying Northeasterly of the Southwesterly line of State Highway No. 16 where the same traverse the Northerly portion of said property. Containing 76.18 acres, more or less.

Subject to existing rights-of-way.

Charles H. Martin and Beverley N. Martin

Assessor's Parcel No. 21-720-08

Beginning at a point in the South line of Lot J of Arnold and Gillig Subdivision of a part of Rancho Canada de Capay, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, said point being N. 41° 44'E. 1286 feet from the SW corner of said Lot J, and extending thence N. 50° 30'W. a distance of 1326 feet to the point of intersection with the center line of a drainage ditch; thence N. 41° 44'E.,down and along the center line of said drainage ditch a distance of 1320 feet to the point of intersection with the West line of Lot 39 of the Cadenasso Colony Tract, produced Southerly; thence 50° 30'E 1326 feet to the point of intersection with the South line of first mentioned Lot J; thence South 41° 44'W., along the South line of said Lot J 1320 feet to the point of beginning and containing 40.14 acres of land, more or less.

Santi Properties, Inc.

Assessor's Parcel No. 21-720-03

Lot 40 of the Cadenasso Colony Tract as shown on the official plat thereof filed for record in Map Book 1, at page 29, of Yolo County Records.

Addition to A-P-2 (Cont'd):

Joseph M. Russell

Assessor's Parcel No. 21-720-04

The Southwesterly 22.79 acres of Lot 39 of the Cadenasso Colony Tract as shown on the Official Plat thereof filed for record in Map Book 1, page 29, Yolo County Records, being that portion of said lot lying Southeasterly of a line parallel with and 864 feet distant from the Southeasterly line of said lot, together with a 50 foot wide portion of former railroad Right-of-way parallel and adjacent to the Northeasterly line of said 22.79 acre parcel.

Emerson W. Read and Louise Read

Assessor's Parcel No. 21-720-05

Tract beginning at the NW corner of Lot 39 of Cadenasso Colony Tract as shown on the Official Plat thereof filed for record in Map Book 1, page 29, of Yolo County Records; thence extending S. 50° 30'E., 1330.92 feet; thence S. 41° 44'W., 1375.10 feet; thence N. 50° 45'W., 680 feet to intersect with the center line of an arroyo; thence along the windings of said center line of said arroyo to intersect with the South line of the Cadenasso Colony Tract; thence N. 42° 45'E., along said South line, 1950 feet to the point of beginning.

Ruth H. Lufkin and Horace Lufkin

Assessor's Parcel No. 21-730-08

Lots 21 and 22 and the Southwesterly 240 feet of Lot 23 of Cadenasso Colony Tract as shown on the Official Plat thereof filed for record in Map Book 1, page 29, of Yolo County Records.

EXHIBIT "A"

Addition to A-P-2 (Cont'd):

Milton Russell and Wilma Russell

Assessor's Parcel No. 21-740-08

PARCEL I: Blocks 23, 24 and 39 of Cadenasso and Colony, according to the official map thereof filed for record in the office of the Yolo County Recorder on July 13, 1892, in Book 1 of Maps, at page 29.

EXCEPTING THEREFROM the following:

(a) The southwesterly 3.4 acres of Block 23, as described in deed to Claude V. Alexander and wife, recorded March 17, 1944, in Book 197 of Official Records at page 306.

(b) The southeasterly 22.79 acres of Block 39, being that portion of said block lying southeasterly of a line which is parallel with the southeasterly boundary of said block and distant therefrom 864 feet (measured northwesterly along the northeasterly boundary of said block).

PARCEL II: A portion of the former railroad right of way bounding blocks 24 and 39 of Cadenasso and Colony according to the official map thereof filed for record in the office of the Yolo County Recorder on July 13, 1892, in Book 1 of Maps, at page 29, which portion is described as follows: COMMENCING at a point on the centerline of said right of way distant thereon 864 feet northwesterly from the intersection thereof with the southeasterly boundary of said Cadenasso and Colony, and extending thence southwesterly, parallel with the southeasterly boundary of Cadenasso and Colony, a distance of 50 feet, more or less, to the southwesterly line of said right of way; thence northwesterly along said right of way line to a point at right angles from Engineer's Station 529+00 of said right of way centerline; thence at right angles southwesterly 50 feet; thence continuing along the southwesterly line of said right of way, northwesterly to the intersection thereof with the northwesterly line of Block 24 of said Cadenasso and Colony; thence along the northeasterly projection of said block line, northeasterly 100 feet to the centerline of said right of way; thence along said centerline, southeasterly to the point of commencement.

Veda Han and Neva Spalding

Assessor's Parcel No. 21-740-09

Lot 25 of the Cadenasso Colony Tract as shown on the Official Plat thereof filed for record in Map Book 1, page 29, of Yolo County Records, together with a 125 foot wide strip of former railroad Right-of-way, parallel to the Southwesterly line of said Lot 25, 803 feet in length.

A-P-52:

Arleen Millsap Wiesner and Mildred Millsap Hansen

Assessor's Parcels No. 25-260-06,09,10,11, &12

Lot D of Zimmerman Lands as shown on plat thereof filed for record in Maps and Surveys Book 4, page 61, Yolo County Records and Lots 6,7,8,9, & 10 of Millsap Lands as shown on a map thereof filed for record in Maps and Surveys Book 4, page 68, Yolo County Records.

Twyla Jane Richter Thompson and Laura Macca Richter

Assessor's Parcel No. 25-240-31

That portion of the NE¼ of Section 2, T10N, R1E, M.D.B. & M., lying Southwesterly of the Southwesterly line of Interstate Highway 5 excepting that portion conveyed by Deed recorded February 28, 1928 in Book 116 of Deeds at page 206, Yolo County Records.

Dorothy E. Bigelow

Assessor's Parcel No. 25-310-01

Beginning at the NE corner of Lot B as shown and delineated on that certain may entitled, "Part of Dora Woodards Lands", on file and of record in the office of the County Recorder of Yolo County in Volume 5 of the Maps and Surveys at page 5; thence South 89° 47', West 825.8 feet; thence South 0° 22' East 1417.09: thence North 89°47' East 828.55 feet; thence North 29½° W. 1142.29 feet to an old monument; thence N 0° 24½' West 274.8 feet to the place of beginning and containing 26.90 acres of land.

J.H. Braden

Assessor's Parcel No. 25-240-22

The SW¼ of Section 2, T10N, R1E, M.D.B.&M.

A-P-52 (cont'd):

Irma Clark, John E. Jackson, Wells E. Jackson and Ruth E. Jackson

Assessor's Parcels Nos. 25-240-19,20,& 21 and 25-260-05

Lot 2 of Schindler Ranch Subdivision as shown on the map filed for record in Map Book 2, page 21, Yolo County Records and Lot B of Zimmerman Lands as shown on a plat thereof filed for record in Maps and Surveys Book 4, page 61, Yolo County Records.

Thelma Grant

Assessor's Parcel No. 25-240-28

All that portion of Lot 1 of the Schindler Ranch Subdivision, as shown on a map filed for record in Map Book 2, page 21, Yolo County Records, lying Southwesterly of the Southwesterly line of Interstate Highway 505.

J.H. Braden and Dorothy E. Braden

Assessor's Parcel No. 25-260-07

Lots 2,3,4, and 5 of Millsap Lands as shown on the map thereof filed for record in Maps and Surveys Book 4, page 68, Yolo County Records.

ADDITION TO PRESERVE 42 (A-P-42):

Edmund L. Levy, Rebecca H. Friedman and Samuel Morris

Assessor's Parcels No. 21-390-56,& 57, 21-480-06,07, &08

The SW¼ and the S½ of the SE¼ of Section 35, T10N, R2W, M.D.B.& M., and all of Section 2; the NE¼ of Section 3; the NE¼ of Section 11 and teh S½ and NW¼ of the NW¼ of Section 12, all in T9N, R2W, M.D.B.& M.

ADDITION TO A-P-23:

J. L. Peterson

Assessor's Parcel No. 21-292-01

All the property situate in the County of Yolo, State of California, described as beginning at a stone marking the base line of Arnold and Gilligs' Subdivision of a part of the Rancho Canada de Capay and the West line of Block B of said Subdivision; thence N. 0° 34'E., 3484.70 feet to the center line of Cache Creek; thence down and along said center line of Crache Creek S. 51° 42'E., 1188.45 feet; thence S. 38° 43'E., 546.0 feet; thence S. 46° 25'E., 1065.14 feet; thence S. 53° 50'E., 693.15 feet; thence S. 0° 04'E., 305.95 feet to the SW corner of the W.G. Duncan property as shown on the map of Mary E. Duncan estate filed in Maps and Surveys, Book 5, page 10, Yolo County Records; thence N. 57° 35'E., 1070.60 feet; thence S. 0° 34'W., 2939.10 feet to center of State Highway; thence along said highway S. 72° 49'W., 954.30 feet and S. 86° 33'W., 2627.20 feet; thence leaving said highway N. 0° 34'E., 1932.12 feet to the place of beginning and containing 309.75 acres of land.

Einer Peterson and Francis Peterson

Assessor's Parcel No. 21-292-16

Lots 4,5,6, & 7 of L.H. Taber's Subdivision of part of Block A, Arnold and Gilligs' Subdivision of part of Rancho Canada de Capay according to the Official Plat thereof filed for record in Map Book 1, page 19, Yolo County Records, together with a 2.12 acre tract of land located between said Lots 6 and 7 being formerly owned by the Southern Pacific Railroad Company.

ADDITION TO A-P-23: (Cont'd)

Frank C. Knolle and Gladys E. Knolle

Assessor's Parcels No. 21-292-17, 21-760-13

Lots 1,2, and 3 of L.H. Taber's Subdivision of part of Block A of Arnold and Gilligs' Subdivision of part of Rancho Canada de Capay according to the Official Plat thereof filed for record in Map Book 1, page 19, Yolo County Records.

Loren H. Taber and Ruth M. Taber

Assessor's Parcels No. 21-292-18, 19,& 20

A portion of Block A, Arnold and Gilligs Subdivision of a part of Rancho Canada de Capay, bounded on the North by lands now or formerly owned by John and Nancy Howard; on the East by Taber's Subdivision; on the South by the lands now or formerly owned by C.C. McMahon; and on the West by the lands now or formerly owned by J.W. Neilson. Said tract above described contains 106 acres, more or less.

Veda Han and Neva Spaulding

Assessor's Parcel No. 21-750-13

That portion of Block 35 of Cadenasso Colony, as shown on a map filed for record in Map Book 1, page 29, Yolo County Records, lying between the County Road and the arroyo and containing an area of 8 acres, more or less.

Marie I. DeKnikker and Alber O. DeKnikker

Assessor's Parcel No. 21-750-16

Lot 38 of Cadenasso Colony as shown on a map filed for record in Map Book 1, page 29, Yolo County Records.

Charles H. Martin and Beverly M. Martin

Assessor's Parcel No. 21-760-02

All that part of the East half of Lot of Block J of Arnold and Gilligs' Subdivision of a part of Rancho Canada de Capay that lies Northeasterly of the Public Road and Highway running in a Southeasterly and Northwesterly course across said Block.

EXHIBIT "A" (CONT'D)

Addition to A-P-23 (Cont'D):

Dan F. Garrison and None M. Garrison

Assessor's Parcel No. 21-292-21

Beginning at a 1¼ inch iron monument marking the corner common to lots 1. J. and P. of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay and extending thence South down and along the East line of Lot 1, a distance of 4677.5 feet to the point of intersection with the center line of the county road leading from Capay to Rumsey; thence North 84° 40' West up and along the center line of the last mentioned county road, a distance of 1696.7 feet; thence North 20° 29' 15" East, a distance of 4825.2 feet to the point of beginning.

Maurice C. Wood

Assessor's Parcel No. 21-292-11

All that property situate in the County of Yolo, State of California, described as beginning at a point which is S. 89° 26'E., 3528 feet and N. 0° 34'E., 329 feet from a stone monument marking the intersection of the Base line of the West boundary of Block "B' of Arnold and Gilligs' Subdivision of a part of Rancho Canada de Capay said point of beginning also being described as a point on the Westerly line of the Elmer Wood property as same is shown on the Map of the Mary E. Duncan Estate filed in Maps and Surveys Book 5, page 10, and lying N. 0° 34'E., 329 feet from the Base Line of the Arnold and Gilligs Subdivision; thence from said point of beginning S. 89° 26'E., 830 feet; thence N. 01° 09'E., 1708.40 feet to the center of Cache Creek; thence S. 57° 28'W., up and along the center of Cache Creek 1051.47 feet; thence S. 0° 34'W., 1153.80 feet to the point of beginning,

and containg 27.61 acres, more or less.

Addition to A-P-23 (Cont'd):

Roy W. Duncan

Assessor's Parcels No. 21-292-14 & 15

That portion of the following described property lying North of the Clear Lake Water Company Canal: Tract beginning in the center of the old S.P.R.R. right of way, 3528 feet East and 557.2 feet South from a stone monument marking the intersection of the base line of Arnold and Gilligs Subdivision of a part of the Ranch Canada de Capay with the West boundary of Lot B of said Subdivision and run thence N. 79° 55'E. a distance of 1069.3 feet; thence S. 15.25 feet; thence S. 79° 55'W. 1069.3 feet;thence N. 1525 feet to the pt. of beginning, Contg. 0.368 acres. Tract beginning at a pt. which is 3528 ft. E. and 557.2 ft. S. of a stone monument marking the intersection of the base line of the Arnold and Gillig Subdivision of a part of the Rancho Canada de Capay and the W. boundary of Block "B' of said Sub, and run thence N. 79° 55'E. along the old center line of the S.P.R.R. right of way, a distance of 837.5 ft; thence N. 15.25 ft; thence S. 79° 55'W., a distance of 837.5 ft; thence S. 15.25 ft. to pt. of beginning and is also on the boundary line between R.I. Duncan and Wyatt G. Duncan Lands, and run thence along last mentioned bdy. line S. 0° 35'W. 412.6 feet to center line of the S.P.R.R. tracks, thence N. 79° 55'E. along the center line of said tracks 827 feet; thence N. 0° 40'E. to and along a line fence and its projections 2650 feet, more or less, to center line of Cache Creek; thence up and along the center line of said Cache Creek to a pt. which is N. 0° 35'E. from the pt. of beginning; thence S. 0° 35'W. 2037.4 feet more or less, to the pt. of beginning, being a part of Block "C" of said Subdivision, exclusive of the Nly 50 ft. of the Railroad right of way., contg. 47 acres.

A strip of land 50 ft. wide lying Nly of and adjacent to the located center line of the S.P.R.R. Right of way, where the same is located thru the lands formerly owned by B.F. Duncan, being more particulary described in Deed 165 of official Records, at page 222., contg. 0.92 acres.

Jack H. Wyatt

Assessor's Parcel No. 21-760-03

A tract of land in Lot J of Arnold & Gillig's Subdivision of a part of Rancho Canada de Capay, as said Lot J appears on Map filed for record in the Recorder's Office, Yolo County, California, on the 17th day of May, A.D. 1859, at 15 minutes past 12 o'clock M. by John Gillig, and more particularly described as follows:

BEGINNING at a point on the Northeast boundary line of said Lot J and South 47 deg. 15' East 1343 feet from the most Northerly corner thereof and running thence along the boundary line of Lot J North 47 deg. 15' West 1343 feet to the most Northerly corner of Lot J; thence South 42 deg. 57' West 4129 feet to the most Northerly corner of Lot 41 of Cadenasso Colony Tract as shown on Map filed for record in the Recorder's Office of Yolo County, California, on July 13, 1892, at 1:00 P.M.; thence leaving the boundary line of said Lot J and following the boundary line of said Lot 41 in a Southeasterly direction 1340 feet, more or less, to the most Easterly corner of Lot 41; thence leaving the boundary line of said Lot 41 and running in a Northeasterly direction 4306 feet, more or less, to the place of beginning, containing 129 acres, more or less, according to survey made in October, 1921, by R. L. Harter, Surveyor and Civil Engineer, which survey is on record in the office of the County Recorder of Yolo County, California.

ADDITION TO A-P 3:

George Weiss and Wilma J. Weiss

Assessor's Parcel No. 19-382-32

The S½ of the NW¼ of Section 36, T11N, R1E, M.D.B.&M.

George B. Weiss, Jr. and Bonnie D. Weiss

Assessor's Parcel No. 19-382-49

The East 36.31 acres of the S½ of the NW¼ of Section 35, T11N, R1E, M.D.B. &M. being Parcel "A" as shown on Record of Survey filed for record in Maps and Surveys Book 3, page 60, Yolo County Records.

George Weiss

Assessor's Parcel No. 19-382-28

The S½ of the NE¼ of Section 35, T11N, R1E, M.D.B. & M.

Leo L. Weiss and Helen Weiss

Assessor's Parcel No. 19-382-27 & 30

The N½ of the NE¼ of Section 35, T11N, R1E, M.D.B.& M. and that portion of the S½ of the SE¼ of said Section 35 lying Easterly of the Southern Pacific Railroad Company Right-of-way.

ADDITION TO A-P 3 Cont'D:

Wells Fargo Bank, Agent for Phillip Williams

Assessor's Parcel No. 19-382-38

The S½ of the E2/3 of all that part of the NE¼ of Section 36, T11N, R1E, M.D.B.& M. which remains after excluding from said Quarter Section on that portion occupied by Public Roads and Mary's Cemetary as the same existed on March 30, 1927.

Lela Kergel and Joseph A. Kergel

Assessor's Parcels No. 19-382-10 & 42

The N½ and SW¼ of the SW¼ of Section 26 and the N½ of the NW¼ of Section 35, T11N, R1E, M.D.B.& M.

Elwyn R. Richter

Assessor's Parcel No. 19-382-04

All that portion of the N½ of the SE¼ of Section 27, T11N, R1E, M.D.B.& M. lying East of the Southern Pacific Railroad Company Right-of-way.

Estate of Kate M. Richter, c/o Elwyn R. Richter, Executor for the Estate of Kate M. Richter

Assessor's Parcels No. 19-382-02 & 05

All that portion of the S½ of the SE¼ of Section 27, T11N, R1E, M.D.B.& M. lying East of the Railroad Right-of-way running through said section and all that portion of the N½ of the N½ of Section 34, T11N, R1E, M.D.B.& M. lying East of the Railroad Right-of-way excepting a parcel described as beginning at a point on the line common to Sections 34 and 35, T11N, R1E, M.D.B.& M. said point being marked by a 3/4 inch iron bolt situate S.0° 09'E. 1324.55 feet from the NE corner of said Section 34, and running thence from said point of beginning N. 89° 44'W. 338.50 feet to a point on the Easterly line of the Southern Pacific Railroad Right-of-way; thence along said Right-of-way line N. 40° 24'W. 675.00 feet; thence leaving said Right-of-way line S. 89° 44'E. 184.57 feet; thence S. 40° 24'E. 490.43 feet; thence S. 89° 44'E. 273.19 feet to a point on said line common to Sections 34 and 35; thence S. 0° 09'E. along said line 140.00 feet to the point of beginning.

ADDITION TO A-P 3 Cont'd:

Earl K. Hatcher and Venus V. Hatcher

Assessor's Parcels No. 19-382-13,14,& 31

The East 1026 feet of the SE¼ of Section 26 and the N½ of the NW¼ of Section 36, T11N, R1E, M.D.B.& M.

Wells Fargo Bank, Trustee under will of E.L. Pockman

Assessor's Parcel No. 19-382-12

The Westerly 98.44 acres of the SE¼ of Section 26, T11N, R1E, M.D.B.& M.

Frances H. Chaney and Bruce M. Baker

Assessor's Parcel No. 19-382-29

The N½ of the SE¼ of Section 35, T11N, R1E, M.D.B.& M.

Wells Fargo Bank, Trustee under will of E.L. Pockman & Agent for Phillip P. Williams

Assessor's Parcels No. 19-382-35 & 36

The W1/3 and the N½ of the E2/3 of all that part of the NE¼ of Section 36, T11N, R1E, M.D.B.& M. which remains after excluding from said Quarter Section all that portion occupied by Public Roads and Mary's Cemetary, as the same existed on March 30, 1927 excepting therefrom that 1 acre conveyed to Mary's Cemetary by deed recorded in Book 72 O.R. page 456 Yolo County Records.

Estate of Kate M. Richter, c/o Elwyn R. Richter, Executor for the Estate of Kate M. Richter

Assessor's Parcel No. 19-541-12

The S½ of the SW¼ of Section 29, T11N, R2E, M.D.B.& M.excepting therefrom the South 375 feet of the West 375 feet.

ADDITION TO A-P 3 (Cont'd):

Mary Alice Frazier

Assessor's Parcel No. 19-541-11

The N½ of the SW¼ of Section 29, T11N, R2E, M.D.B.& M.

Wesley P. Reiff

Assessor's Parcels No. 19-541-05 & 15

The NE¼ of Section 31, T11N, R2E, M.D.B.& M., and a 10 acre tract of land beginning at a point 30 feet North of the SE corner of the SW¼ of Section 30, T11N, R2E, M.D.B.& M.,and running thence West 39 and 43/160 rods; thence North 40 and 3/4 rods; thence East 39 and 43/160 rods; thence South to the point of beginning.

Laura M. Richter and Twyla Jane Richter Thompson

Assessor's Parcel No. 25-240-10

That portion of the E½ of Section 2, T10N, R1E, M.D.B.& M., lying Northeasterly of the Southern Pacific Railroad Right-of-way.

Wetzel Brothers

Assessor's Parcel No. 19-541-23

The N½ of the NW¼ of Section 31, T11N, R2E, M.D.B.& M.

Mary Alice Frazier

Assessor's Parcel No. 19-541-13

The South 375 feet of the West 375 feet of the SW¼ of Section 29, T11N, R2E, M.D.B.& M.

EXHIBIT "A" CONT'D

ADDITION TO A-P 3 (Cont'd):

Alfred w. Cruickshank, Jr. and Sheila E. Cruickshank

Assessor's parcel No. 19-531-26

The SE¼ of the SE¼ of Section 19, T11N, R2E, M.D.B.& M.

Alfred W. Cruickshank, Jr. and Sheila E. Cruickshank

Assessor's Parcel No. 19-541-25

That 74.89 acre parcel described as beginning at the Section corner common to Sections 19,20,29, & 30, T11N, R2E, M.D.B.& M.; thence N. 89° 58'W., along the North line said Section 30, 343.2 feet; thence S.0° 01'W. 2646.9 to a point on the Quarter Section line running through the center of Section 30; thence N. 89° 59'E., along said Quarter Section line, 343.2 feet to the Quarter corner common to Sections 29 & 30; thence S. 89° 48' 30"E., along the Quarter Section line through the center of Section 29, 887.73 feet, thence N. 0° 04'E. 2650.1 feet to the North line of Section 29; thence S. 89° 58'W., along said North line of Section 29, 889.80 feet to the point of beginning.

Jane E. Reiff

Assessor's Parcel No. 19-541-32

The N½ of the NW¼ of Section 32, T11N, R2E, M.D.B.& M.

Addition to A-P-12:

Clemence S. Graf

Assessor's Parcels No. 30-030-11,12,16&,29, 30-210-09

The SE¼ of Section 8; The SW¼, the W½ of the SE¼, and the S½ of the SE¼ of the SE¼ of Section 9; the NW¼ of Section 16; the North½ and SE¼ of the NE¼ of Section 16; and the E½ of the SW¼ of the NE¼ of Section 16, M.D.B.& M. excepting a portion of the SW¼ of the NE¼ of Section 16, T9N, R1W, M.D.B. &M. described as follows;

Beginning at a point that bears S. 89° 54' 06"E. 661.14 feet from a fence post marking the center of said Section 16, as said fence post is shown on that certain Record of Survey filed in Maps and Surveys, Book 7, page 76, Yolo County Records; thence, from said point of beginning, S. 89° 54' 06"E. 520.94 feet; thence N. 2° 17' 35"E. 530.84 feet; thence N. 86° 39' 58"W. 545.65 feet; thence S. 0° 15' 38"E. 561.26 feet to the point of beginning and containing 6.680 acres more or less.

Alfred J. Graf

Assessor's Parcel No. 30-180-07

The NE¼ of Section 17, T8N, R1W, M.D.B.& M.

Barbara J. Thomas

Assessor's Parcel No. 30-210-01

The NW¼ of Section 16, T8N, R1W, M.D.B.& M.

Mildred Cook Lorimer, Virginia Cook Whitamore, Ramona Allen McIntyre and Suzanne Allen Harvey

Assessor's Parcel No. 31-010-06

The NW¼ of Section 10, T8N, R1W, M.D.B.& M.

Addition to A-P-12 (Cont'd):

Vernon S. Johnston

Assessor's Parcel No. 31-010-07 & 46

The SW¼ of Section 3 and the South 120.03 acres of the SE¼ of Section 10, lying West of State Highway 90, all in T8N, R1W, M.D.B.& M.

Clara Robinson and Jessie Robinson

Assessor's Parcel No. 31-010-47

The North 441.5 feet of the SE¼ of Section 10, T8N, R1W, M.D.B.& M. lying West of State Highway 90.

Richard E. Rominger, Mary E. Rominger, Donald A. Rominger, and Shirley F. Rominger

Assessor's Parcel No 31-010-01

The S½ of the SW¼ of Section 10, T8N, R1W, M.D.B.& M.

John H Griffin

Assessor's Parcels No. 21-540-47, 38-010-02

The SE¼ of Section 34, T9N, R1W, M.D.B.& M. and the NE¼ of Section 3, T8N, R1W, M.D.B.& M. lying West of State Highway 90.

Jack R. Vest

Assessor's Parcel No. 21-540-05

The S½ of the NW¼ of Section 34, T9N, R1W, M.D.B.& M.

A-P-53:

W. F. Mixon, Jr., Attorney in Fact for Hester Mixon, Hazel Hollingsworth and Helen Schluer

Assessor's Parcel No. 19-291-03

All that portion of the N½, the N½ of the S½, and the SW¼ of the SW¼ of Section 2, T11N, R1W, M.D.B.& M. lying West of State Highway 90.

ADDITION TO A-P-28:

William J. Tauzer

Assessor's Parcel No. 24-170-14

The N½ of the SW¼ of Section 23, T9N, R2E, M.D.B.& M.

Joe Heidrick and Edith Heidrick

Assessor's Parcel No. 24-170-07

The SE¼ and the S½ of the NE¼ of Section 14, T9N, R2E, M.D.B.& M.

Ann Schuler

Assessor's Parcel No. 24-170-16

The NE¼ of Section 23, T9N, R2E, M.D.B.& M.

ADDITION TO A-P-28 Cont'd:

George M. Tauzer

Assessor's Parcel No. 24-170-24

The SE¼ of Section 23, T9N, R2E, M.D.B.& M. excepting therefrom a portion of the SE¼ of Section 23, T9N, R2E, M.D.B.& M., which portion is described as follows:

The North 264.53 ft. of the following described property:

Commencing at a pt. on the E. line of said Section 23, distant thereon 3244 ft. S. from the NE corner of said section; thence from said pt. of commencement W. at a right angle to said Section line, a distance of 247.00 ft; thence N. at a right angle, a distance of 604.00 ft. to the N. line of said SE¼ of Section 23; thence E. along said Quarter Section line, a distance of 247.00 ft. to the Quarter corner; thence S. along the Section line, a distance of 604.00 ft. to the pt, of commencement; and

A portion of the SE¼ of Section 23, T9N, R2E, M.D.B.& M. which portion is described as follows:

Commencing at a pt. on the E. line of said Section 23, distant thereon 3244 ft. S. from the NE corner of said Section; thence from said pt. of commencement W. at R/A to said Section line, a distance of 247.00 ft.; thence N. at a R/A, a distance of 604.00 ft. to the N. line of said SE¼ of Section 23; thence E. along said Quarter Section line, a distance of 247.00 ft. to the Quarter corner; thence S. along the Section line, a distance of 604.00 ft. to the pt. of commencement.

Excepting therefrom the North 264.53 ft. thereof.

Edwin G. Tauzer

Assessor's Parcel No. 24-250-11

The NW¼ of Section 25, T9N, R2E, M.D.B.& M.

John H. Beckman

Assessor's Parcels No. 24-250-32 & 33

The SW¼ of Section 25 and the SE¼ of Section 26, T9N, R2E, M.D.B.& M.

ADDITION TO A-P-28 (Cont'd):

Thomas J. Kelly and Margaret N. Kelly

Assessor's Parcel No. 24-250-63

The E 1/2 of the E 1/2 of the SW 1/4 of Section 26, T 9 N, R 2 E, M.D.B.& M.

Robert G. Tauzer and Dolores Irene Tauzer

Assessor's Parcel No. 24-170-15

The S½ of the SW¼ of Section 23, T9N, R2E, M.D.B.& M.

Investment Operating Corporation

Assessor's Parcels No. 24-100-19, 24-170-08 & 18, 24-180-01 & 02,03,04,05,06, & 07, 24-190-01,02,05, & 06, 24-260-04,05, &16, 24-270-02, 05,07,& 08, 24-500-02, 06,07, & 12, 24-510-03, 05, 08, & 09, 27-132-13 & 15

All of Sections 12, 13, and 18, T9N, R2E, M.D.B.& M. and all of the West ½ of Section 14 lying West of the center line of Tule Canal; all of Sections 15, 16, 17, 18, 19, 20, 21, & 22; the West ½ of Section 23; the West ½ of Section 26, excepting the South 200 acres; all of Sections 27 & 28; the East½ of Section 29; the East½ of Section 33; the North½ and the SW¼ of Section 34; all that portion of Section 3 lying West of the center line of Tule Canal; all of Section 4; all of Section 5 lying East of the West levee of the Yolo By Pass; all of Sections 7,8 & 9; all of Section 10 lying West of the center line of Tule Canal; all in T9N, R3E, M.D.B.& M.; and all those portions of Sections 32 and 33, T10N, R3E, M.D.B.& M., lying South of the Right-of-way of Interstate Highway 5; East of the West levee of the Yolo By Pass and West of the centerline of Tule Canal.

ADDITION TO A-P-42:

Don Branigan, Dorothy Branigan, John W. Wirth and Judy Wirth

Assessor's Parcel No. 21-690-06

The S½ of the SW¼ of Section 28 and all that portion of the SE¼ of said Section 28 lying South of a line beginning at a point S. 2° 30'E. 717 feet from the center of said Section and running N. 83° 15'E. 467 feet; thence N. 87° 15'E 2128 feet, more or less, to the East line of Section 28, all in T10N, R2W, M.D.B.& M.

A-P-54:

Investment Operating Corporation

Assessor's Parcels No. 27-132-12 & 14

All those portions of Section 32 and 33, T10N, R3E, M.D.B. &M., lying North of the Right-of-way of Interstate Highway 5; East of the West levee of the Yolo By Pass and West of the center line of Tule Canal.

ADDITION TO A-P-9:

Roger N. Zane and Ruth Zane

Assessor's Parcel No. 37-050-01 & 02

The NW¼ of Section 12, T8N, R1E, M.D.B.& M.

A-P-55:

Wells Fargo Bank as Trustee of the Estate of Jeanette Merrit Dunbar, deceased.

Assessor's Parcels No. 21-100-04 & 10

That 403 acre, more or less, portion of the 605.73 acre parcel as shown on that certain map filed for record in Book 8, of maps, at page 69 of Yolo County Records, lying East of the Easterly line of the Department of Public Works 1955 survey from Solano County Line to 2-3/4 miles North of Madison, Road 111-YOL-90-B.

ADDITION TO A-P-41:

Wesley P. Reiff

Assessor's Parcels No. 18-350-02, 18-360-12

The NE¼ of Section 9 and the NW¼ of Section 10, T11N, R2W, M.D.B. &M.

ADDITION TO A-P-12:

Helen Chick

Assessor's Parcels No. 21-530-01,50 & 58

The East ½ of Section 22, T9N, R1W, M.D.B. & M., and an 8.29 acre parcel of land described as beginning at a point 20 feet North of the Quarter corner common to Sections 22 and 27, T9N, R1W, M.D.B. & M.; and running thence North 875.7 feet; thence S. 57° 08'W. 205.8 feet; thence S. 37° 22'W. 907.1 feet; thence S. 31° 06'E. 43.2 feet; thence S. 89° 30'E. 701.1 feet to the point of beginning.

Helen Chick

Assessor's Parcels No. 21-530-17, 55, 56, & 57

All of Section 23 and the W½ of Section 24, T9N, R1W, M.D.B.&M.

ADDITION TO A-P-5:

Isabella Woods Bouton

ASSESSOR'S PARCEL NUMBERS

27-280-03-1 as to a portion of the following described property.
27-260-01-1 as to a portion of the following described property.

DESCRIPTION

Lot 15 of the T. F. Laugenour Estate lands as said lot is so designated and delineated upon the map or plat thereof on file and of record in Maps and Surveys 4, page 43, in the office of the County Recorder of Yolo County, California, and the following parcel beginning at a 3/4 inch iron rod marking the Northwest corner of Section 9, Township 10 North, Range 2 East, M. D. B. & M., and extending thence South 0° 36' East 520.96 feet down and along the West line of said Section 9; thence North 89° 24' East 1312 feet to a 1½" x 36" iron rod; thence North 3° 01' West, 494.05 feet to a 1½" x 36" iron rod marking the point of intersection with the North line of said Section 9; thence on and along the same course 2045.65 feet to a concrete monument; thence on and along the same course 3125.52 feet to a 2" pipe in the North line of Section 4, above-mentioned Township and Range; thence South 89° 57' West, 1320 feet to a concrete monument marking the Northeast corner of the D. F. Diggs Estate lands; thence South 3° 00' East 5142 feet down and along the East line of said Diggs lands to a concrete monument; thence on and along the same course 14.04 feet; thence East 31.55 feet to the point of beginning and containing 220.55 gross acres, more or less.

EXHIBIT "A" (CONT'D)

A-P-56:

Dwyer-Lisbon, a Partnership

Assessor's Parcels No. 16-040-07, [illegible] & 10, 16-100-09 & 15, 16-120-02 & 04

That certain parcel of real property situated in the County of Yolo, State of California, located in Reclamation District No. 307, and particularly described as follows:

Those parts of Swamp Land Surveys Nos. 1158, 1041, 337, 1106, 277, 333, 411, and 1079 of Yolo County Records, described as follows:

Beginning at the Northeast corner of Swamp land Survey No. 1158, said point is located on the South line of projected Section 16, T7N, R4E, M.D.B.& M., and on the intersection of the center line of Reclamation District No. 307 main drainage canal with an East and West drainage canal known as E-1 from which point the projected section corner common to Sections 15-16-21 and 22, T7N, R4E, M.D.B.& M., bears N. 89° 12'E., 4070.79 feet, and running from said point of beginning along the center line of said Reclamation District No. 307 main canal, and along the East line of said Swamp Land Survey No. 1158, S. 0° 32' 50"W., 4326.30 feet to a point on the North line of Reclamation District No. 307 borrow pit, known as Winchester Lake, thence N. 56° 36'W., 3678.84 feet; thence N. 59° 38'W., 1028.28 feet to a point on the boundary line common to the lands now or formerly owned by Lawerence Jacinto, et ux, on the West and the lands of Dwyer & Cowell on the East; thence along said boundary line N. 5433.55 feet to the NE corner of said Jacinto lands; thence along the North line of said Jacinto lands, S. 89° 15' 10"W., 811.07 feet to a point on the fence line marking the boundary line common to the lands of Jacinto and the lands now or formerly owned by Mabel Olson and Grace L. Cave to the West, and the lands of Dwyer & Cowell to the East; thence along said fence line, N. 0° 09' 10"E., 1586.35 feet to its intersection with a fence line running West, marking the South line of Swamp Land Survey No. 351; thence along the South line of said Swamp Land Survey No. 351, S. 89° 45'E., 277.20 feet to the SE corner of said Swamp Land Survey No. 351; thence along the line common to Swamp Land Surveys Nos. 351 and 277, N. 32° 30'W., 515.46 feet; thence N. 59° 00'W., 384.78 feet; thence S. 73° 15'W., 680.54 feet; thence N. 71° 30"W., 317.78 feet to a point on the center line of a drainage canal, and to the division line common to the lands now or formerly owned by Lizzie H. Glide to the NW and the lands of Dwyer & Cowell to the Southeast; thence along the center line of said drainage canal and along said division line, N. 43° 47'E., 2162.61 feet, and N. 46° 18' 40"E., 577.25 feet, and N. 45° 40'E., 2198.84 feet to the

A-P-56 (Cont'd):

Dwyer-Lisbon Ranch, a Partnership (CON'T)

Assessor's Parcels No. 16-040-07, [illegible] & 10, 16-100-09,& 15, 16-120-02,& 04

Westerly right of way line of the Sacramento Northern Railway, as the same was conveyed by a deed dated July 30, 1928, and recorded October 22, 1928 in Book 118 of Deeds at page 135, by William P. Dwyer, et al, to the Sacramento Northern Railway, a corporation; thence along said Westerly right of way line, S. 22° 36' 30"E., according to the meridian of this survey or S. 22° 54' 30"E., according to the meridian of the Sacramento Northern Railway's survey, a distance of 3305.52 feet; thence on a curve to the right on an arc of 2824.83 feet radius, said arc being subtended by a chord bearing S. 15° 46' 15"E., 672.69 feet, to a point on the Westerly projection of the center line of a farm road extending easterly from Argenta station; thence along the center line of said farm road, N. 84° 10' 50"E., 1070.53 feet, from which point the projected section corner common to Sections 9-10-15 & 16, T7N, R5E, bears South 467.64 feet, and East 4334.21 feet; thence South 467.64 feet, to the South line of said Section 9, and to the South line of Swamp Land Survey No. 411, and continuing South, through Swamp Land Surveys Nos. 1079 and 1041, a distance of 5295.15 feet making 5762.79 feet in all to the North line of said Swamp Land Survey No. 1158, and along the South line of said projected Section 16, N. 89° 12'E., 297.64 feet to the point of beginning.

Excepting therefrom that portion thereof described in a deed from William P. Dwyer, et al, to the Sacramento Northern Railway, a corporation, dated July 30, 1928, and recorded October 22, 1928, in Book 118 of Deeds at page 135, described as follows:

A strip of land 80 feet wide and a strip of land 120 feet wide lying along each side of the center line of the Sacramento Northern Railway, over and across a portion of Swamp Land Surveys Nos. 411, 337, and 1041, in Reclamation District No. 307, the said 80 foot strip of land lying 40 feet on each side of the center line of said Sacramento Northern Railway and the said 120 feet strip of land lying 80 feet on the westerly side of said center line, and 40 feet on the easterly side of said center line, the center line of which is described as follows:

Beginning at a point on the center of said Sacramento Northern Railway where the same is intersected by the center line of a farm road running Easterly from Argenta station, from which point the projected section corner common to Sections 9-10-15 & 16, bears N. 84° 10' 50"E., 1030.53 feet and S. 467.64 feet and E. 4334.21 feet and running from said point of beginning along said center line, on a curve to the

A-P-56 (Cont'd):
Dwyer-Lisbon Ranch, a Partnership (CON'T)
Assessor's Parcels No. 16-040-07, & 10, 16-100-09,& 15, 16-120-02, & 04

right on an arc of 2864.83 feet radius, said arc being subtended by a chord bearing S. 4° 22'E., 452.36 feet; thence S. 0° 12'W., 7783.96 feet to the end of the 80 foot strip; thence on a curve to the right on an arc of 1909.92 feet radius, said arc being subtended by a chord bearing S. 12° 06' 10"W., 790.0 feet more or less to the Southerly boundary of the above described tract and containing 17.45 acres more or less.

Also excepting therefrom, a strip of land for station reservation lying on the Easterly side of and adjacent to the Easterly right of way line of said Sacramento Northern Railway, described as follows:

Beginning at a point on the Easterly right of way line at Engineers Station 177+70 from which point the projected section corner common to Sections 9-10-15 & 16 bears N. 8° 50'W., 19.59 feet, to the center line of a farm road extending Easterly from Argenta Station and N. 84° 10' 50"E., 990.47 feet, and South 467.64 feet, and East 4334.21 feet, and running from said point of beginning S. 89° 48'E., 182.88 feet; thence S. 0° 12'W., 993.42 feet; thence N. 89° 48'W., 150.0 feet to a point on the Easterly right of way line; thence along the Easterly right of way line N. 0° 12'E., 562.62 feet; thence on a curve to the left on an arc of 2904.84 feet radius, said arc being subtended by a chord bearing N. 4° 09'W., 437.0 feet to the place of beginning and containing 3.55 acres, more or less.

The tract of land described after deducting the areas of the exceptions contains 980.86 acres more or less.

That portion of Swamp Land Survey No. 383, Yolo County Records, located in projected Section 22, T7N, R4E, M.D.B.& M., and in Reclamation District No. 307, described as being the most easterly 23.21 acres of Swamp Land Survey No. 383, described as follows:

Beginning at the NE corner of said Swamp Land Survey No. 383 from which point the NE corner of said projected Section 22, T7N, R4E, M.D.B.& M., bears N. 89° 12' E., 1216.38 feet, and running from said point of beginning along the boundary common to Swamp Land Surveys Nos. 383 and 313, S. 9° 24'E., 2710.29 feet to the low water mark of the Sacramento River; thence meandering downstream S. 69° 40'W., 420.32 feet; thence N. 7° 57' 30"W., 2842.51 feet to a point on the North line of said Swamp Land Survey No. 383, and to the North line of said Section 22,

A-P-56 (Cont'd):

Dwyer-Lisbon Ranch, a Partnership (CON'T),

Assessor's Parcels No. 16-040-07, [redacted] & 10, 16-100-09 & 15, 16-120-02 & 04

said point being located on the intersection of the center line of Reclamation District No. 307 drainage canals known as E-1, and N-4; thence along the North line of said Swamp Land Survey No. 383, and along the North line of said Section 22, N. 89° 12'E., 345.06 feet to the point of beginning.

That portion of Swamp Land Survey No. 1160, Yolo County Records, located in projected Section 15, T7N, R4E, M.D.B.& M., described as follows:

Beginning at the intersection of the center line of Reclamation District No. 307 drainage canals known as E-1 and N-4, said point being located on the South line of said projected Section 15, from which point the Southeast corner of said projected Section 15, bears N. 89° 12'E., 1561.44 feet and running from said point of beginning along the center line of said drainage canal known as N-4 N. 14° 40'E., 279.77 feet to the Southwest corner of Swamp Land Survey No. 270, South 75° 29' 30"E., 248.42 feet; along the boundary common to Swamp Land Survey Nos. 1160 and 313, S. 9° 24'E., 286.37 feet to the Southeast corner of said Swamp Land Survey No. 1160, and to the Northeast corner of Swamp Land Survey No. 383; thence along the South line of said Swamp Land Survey No. 1160, S. 89° 12'W., 345.06 feet to the point of beginning and containing 1.60 acres more or less.

A-P-57:

Irma Sue Schlieman

Assessor's Parcels No. 19-531-15, 19-532-06

The SE¼ of Section 16 and the NE¼ of Section 21, all in T11N, R2E, M.D.B.& M.

A-P-58:

Wesley P. Reiff

Assessor's Parcel No. 19-391-03

The SE¼ of Section 29, T11N, R1E, M.D.B.& M.

ADDITION TO A-P-14:

Fred Joost and Marie Joost

Assessor's Parcel No. 25-260-18

Lot 2, as shown on the map of Emily Hoppin Subdivision No. 2 filed for record in Map Book 2, at page 8, Yolo County Records.

Wesley P. Reiff

Assessor's Parcel No. 25-260-21

That portion of the SW¼ of Section 10, T10N, R1E, M.D.B. & M., which lies West of the County Road and North of the Rancho Rio de Jesus Maria.

A-P-59:

Byron D. Scofield

Assessor's Parcels No. 18-010-10 & 18

The SW¼ and the SW¼ of the NE¼ of Section 1, T12N, R2W, M.D.B.& M.

A-P-60:

Irvin D. Buckley and Fay E. Buckley

Assessor's Parcels No. 33-150-11, 13, & 14

The S½ and the S½ of the NW¼ of Section 8, T7N, R3E, M.D.B.& M., excepting that 100 foot wide right-of-way conveyed to Oakland, Antioch, and Eastern Railway in Volume 80, O.R., page 260, of Yolo County Records.

ADDITION TO A-P-18:

Theo Dumars

Assessor's Parcel No. 21-520-26

The S½ and NE¼ of Section 16, T9N, R1W, M.D.B.& M.

F.K. Haines and Nola A. Van Lew

Assessor's Parcel No. 21-520-19& 20

Tract 5 and Tract 6 of R.G. Tadlock Lands as shown on a map filed for record in Maps and Surveys Book 4, page 72, Yolo County Records.

V.F. Vieira and Elizabeth A. Vieira

Assessor's Parcel No. 21-520-49

The East 9 acres of Tract 1 and all of Tract 2 of R.G. Tadlock Lands as shown on a map filed for record in Maps and Surveys Book 4, page 72, Yolo County Records.

ADDITION TO A-P-8:

Jack H. Wyatt

Assessor's Parcels No. 18-440-09, 18-572-13, 18-592-04

All that real property situated in the County of Yolo, State of California, bounded and described as follows:

Parcel 1: Government Lots 1, 2, 3 and 4; the East half of the Northwest Quarter; the West half of the Northeast Quarter; the North half of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 25; Government Lot 1 of Section 26, and Government Lots 1 and 2, and the Northeast Quarter of the Northeast Quarter of Section 36, all in Township 11 North, Range 3 West, M. D. B. and M.

Parcel 2: That portion of Block 18, as shown on the official map of Rhodes and Sweitzer Tracts, filed for record in the office of the Yolo County Recorder on July 13, 1892, in Book 1 of Maps, at page 18, and of the following described portion of the Rancho Canada de Capay;

BEGINNING at a stone mound on the Easterly boundary line of said Rancho, at a point designated on the map thereof as "CC20", and running thence South 47¼ deg. East on said boundary line 8.32 chains to a stone planted on the bank of Cache Creek; thence South 83 deg. West 7.57 chains; thence North 70 3/4 deg. West 15.60 chains, thence North 79 3/4 deg. West 9 chains; thence South 51½ deg. West 8.65 chains; thence North 77 deg. West 8.80 chains; thence North 68 deg. West 2.23 chains; thence North 16½ deg. West 7.81 chains; thence North 13 deg. West 19.60 chains; thence North 6½ deg. West 13.04 chains; thence North 3½ deg. West 23.79 chains to the South line of lands conveyed by Henry Rhodes to H. L. Lincoln; thence North 84' East along said last mentioned line 16.31 chains to the Grant line; thence South 30 deg. East along said Grant line, 71.76 chains to the place of beginning.

Lying Southerly and Easterly of the following described line established by Deed from Felix J. Russell, et al, to Nellie L. Sweitzer, recorded January 21, 1949 in Book 295 of official Records at page 91;

BEGINNING at the Northwesterly corner of Lot 10C of said Rhodes and Sweitzer Tract, thence North 73 deg. 38' East along the Northerly line of said Lot 10C and the Easterly projection thereof 1213.3 feet; thence North 16 deg. 22' West 1398.5 feet; thence North 73 deg. 38' East to the Southerly line of County Road #71 along the Southerly line of Lots 19C and 19D of said Rhodes and Sweitzer Tracts.

Parcel 3: Subdivision "C", Block 10, as shown on the official map of Rhodes and Sweitzer Tracts filed for record in the office of the Yolo County Recorder on Jan. 13, 1892, in Book 1 of Maps, at page 18.

The lands herein described containing 720 acres, more or less.

John C. Mirise and Dorrit W. Mirise

Assessor's Parcel No. 18-572-14

The Southerly 1 acre of Lot 9-B, Lot 9-C, Lot 10-A, and Lot 10-B, of Rhodes Tract as shown on a map filed for record in Maps and Surveys Book 4, page 30, of Yolo County Records.

ADDITION TO A-P-8 (Cont'd):

Laura Mast Zacher

Assessor's Parcel No. 18-592-01

Lots 12, 13,& 14 and Parcel III of Tancred Subdivision as shown on the map filed for record in Map Book 2, page 42, Yolo County Records.

Henry O. Halter and Pearle I. Halter

Assessor's Parcel No. 18-592-02

Lots 9, 10 & 11 and Parcel II of Tancred Subdivision as shown on a map filed for record in Map Book 2, page 42, Yolo County Records.

Charles M. Gordon and Kathryn G. Gordon

Assessor's Parcel No. 21-052-06

That 116.75 acres shown on the survey filed for record in Maps and Surveys Book 3, page 105, Yolo County Records.

ADDITION TO
A-P-29:

Melvin J. March, Fredrick G. March, Marna C. Tallman, and Stephen J. March

Assessor's Parcel Nos. 21-430-01, 02, 03, 04, 05, 06, 09, 11, 15, 16, 17, 18, 19, 24, 25, 33; and 21-440-03.

PARCEL TWO:
The North half of the Northwest Quarter; and the Southeast Quarter of the Northwest Quarter of Section 8, Township 10 North, Range 3 West, M. D. B. & M.

PARCEL THREE:
The Easterly portion of the fractional Northwest Quarter of the Southeast Quarter of Section 36, Township 11 North, Range 4 West, being all that portion of said Northwest Quarter of the Southeast Quarter lying in the County of Yolo.

PARCEL FOUR:
The Northwest Quarter of the Northwest Quarter; the Southwest Quarter of the Northwest Quarter of Section 17; the West half of the Southwest Quarter of Section 5; the Southeast Quarter of Section 6; the East half; the Northwest Quarter of the Northeast Quarter; the East half of the Southeast Quarter of Section 7; Lots 4 and 5 and the Southwest Quarter of the Northwest Quarter of Section 8; the East half of the Northeast Quarter of Section 18, all in Township 20 North, Range 3 West.

ADDITION TO
A-P-29 Cont'd:

PARCEL FIVE:
Lots 3, 4, 5, 8 and 9 of Section 6, Township 10 North, Range 3 West, M. D. B. & M. The Southwest Quarter of the Northeast Quarter of Section 7, Township 10 North, Range 3 West, M. D. B. & M. Lots 1 and 8 of Section 1, Township 10 North, Range 4 West, M. D. B. & M. Also all those portions of Lots 10 and 11, of Section 6, Township 10 North, Range 3 West; and of Lot 1 and the East half of the Northwest Quarter of Section 7, Township 10 North, Range 3 West; and of Lots 2, 7 and 9 of Section 1, Township 10 North, Range 4 West, lying Northeasterly and Southeasterly of the following described line:

Beginning at a point on the South line of the East half of the Northwest Quarter of Section 7, Township 10 North, Range 3 West, M. D. B. & M., said point being South 84° 58' West, 238.00 feet from the Southeast corner of said East half of the Northwest Quarter and running thence the following courses and distances; North 22° 42' West 193.00 feet; thence North 25° 59' East 284.00 feet; thence North 20° 19½' West 689.00 feet, thence North 51° 34' West 795.00 feet; thence North 19° 41½' West 710.00 feet; thence North 17° 38' West 270.00 feet to a point; said point being South 85° 13' West 674.00 feet from an iron pipe at the Southeast corner of Lot 11, Section 6, Township 10 North, Range 3 West, M. D. B. & M.; thence North 18° 25' East 519.40 feet; thence North 16° 15' East 653.00 feet; thence North 26° 18½' West, 3466.50 feet; thence North 43° 46' West, 357.00 feet; thence North 66° 56' West 467.40 feet; thence North 17° 51' West, 1568.00 feet; thence North 17° 28' West 539.00 feet; thence North 5° 08' East 339.00 feet, to a point on the North line of Section 1, Township 10 North, Range 4 West, M. D. B. & M., said point being North 89° 10' West 943.00 feet from the Northeast corner of said Section 1.

PARCEL SIX:
The West half of Lot 5, Section 5, and Lot 6 and Lot 7 of Section 6, Township 10 North, Range 3 West, M. D. B. & M.

ADDITION TO
A-P-29 Cont'd:

PARCEL SEVEN:
Lot 8 and Northeast Quarter of the Southwest Quarter and Northwest Quarter of Southeast Quarter of Section 5, Township 10 North, Range 3 West, M. D. B. & M.; the Northeast Quarter of Section 8; in Township 10 North, Range 3 West, M. D. B. & M., containing 160 acres, more or less; the Southeast Quarter of the Southwest Quarter and Southwest Quarter of the Southeast Quarter of Section 5; and all land South of road in the Southeast Quarter of the Southeast Quarter of Section 5, more particularly described as follows:

Beginning at a point 6.33 chains South 72° 30' West of the corner of Sections 4, 5, 8 and 9, Township 10 North, Range 3 West, M. D. B. & M., said point being the intersection of the Section line between Sections 5 and 8, with the center of the County Road leading from Capay Valley to Berryessa Valley; thence along the center of the County Road North 47° West 1.98 chains; thence North 81° 45' West 1.97 chains; thence South 69° 30' West 1 chain; thence South 43° 45' West 1.85 chains; thence North 83° West 3.16 chains; thence South 76° 15' West 2 chains; thence North 64° West to the East line of the Southwest Quarter of the Southeast Quarter of Section 5; thence South to the line between Sections 5 and 8; thence North 72° 30' East along said line between Section 5 and 8 to the point of beginning, said tract containing 4.75 acres, more or less, and being situate in Township 10 North, Range 3 West, M. D. B. & M.; Beginning at a corner common to Sections 4, 5, 8 and 9, Township 10 North, Range 3 West, M. D. B. & M., running thence South 526 feet; thence South 16° East 435 feet; thence South 379 feet; thence East 1320 feet; thence South 1065 feet; thence East 913.44 feet; thence North 3894 feet to the center of the County Road leading from Capay Valley to Berryessa Valley; thence along the center of said County Road in the Southwesterly direction to where the center line of said Road intersects with the Section line between Sections 4 and 9 aforesaid; thence West along said Section line of the place of beginning, said tract containing 110.86 acres, more or less.

PARCEL EIGHT:
The West half of the Southwest Quarter of Section 5, the Southeast quarter of Section 6; the East half of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 7; the Southwest Quarter of the Northwest Quarter and Lots 4 and 5 of Section 8, all in Township 10 North, Range 3 West, Mount Diablo Base and Meredian, containing 423.56 acres of land, more or less.

ADDITION TO
A-P-29 Cont'd:

PARCEL NINE:
The Southeast Quarter of the Southeast Quarter of Section 7; the Southwest Quarter of the Northwest Quarter of Section 17 and the East half of the Northeast Quarter of Section 18, all in Township 10 North, Range 3 West, Mount Diablo Base and Meridian, containing 160 acres of land, more or less.

PARCEL TEN:
Portions of Sections 6 and 7 in Township 10 North Range 3 West and Section 1 in Township 10 North, Range 4 West, Mount Diablo Base and Meridian, and described as follows:

COMMENCING at the Southeastern corner of the Northwest Quarter of Section 7 above referred to; running thence South 83 degrees 49 minutes West, along the Southern line of said Northwest Quarter 238 feet; thence along the top of the rim rock North 22 degrees 42 minutes West 193 feet; North 25 degrees 59 minutes West 284 feet, North 20 degrees 19½ minutes West 689 feet, North 51 degrees 34 minutes West 795 feet, North 19 degrees 41½ minutes West 710 feet and North 17 degrees 38 minutes West 270 feet to a point that bears South 85 degrees 13 minutes West 674 feet from an iron pipe at the Southeastern corner of Lot 11 of Section 6, Township 10 North, Range 3 West, Mount Diablo Base and Meridian; thence continuing along said rim rock North 18 degrees 25 minutes East 519.40 feet, North 16 degrees 15 minutes East 653 feet, North 26 degrees 18½ minutes West 3466.5 feet, North 43 degrees 46 minutes West 357 feet; North 66 degrees 56 minutes West 467.40 feet, North 17 degrees 51 minutes West 1568 feet, North 17 degrees 28 minutes West 539 feet, and North 5 degrees 08 minutes East 339 feet to a point on the North line of Section 1, Township 10 North, Range 4 West, Mount Diablo Base and Meredian, distant thereon North 89 degrees 10 minutes West 943 feet from the Southwestern corner of Section 31, Township 11 North, Range 3 West, said base and Meredian; thence South 89 degrees 10 minutes East, along the Northern line of said Section 1 and Section 6, Township 10 North, Range 3 West, 3544.73 feet to the Northeastern corner of Lot 3 of said Section 6; thence South 3 degrees 16 minutes West 1499.70 feet to the Northwestern corner of Lot 5 of said Section 6; thence North 85 degrees 39 minutes East 1318.22

ADDITION TO
A-P-29 Cont'd:

PARCEL TEN (CONT'D):

feet to the Northeastern corner of said Lot 5; thence South 3 degrees 24 minutes West 2779.12 feet to the Southeastern corner of Lot 8 of said Section 6; thence South 86 degrees 42 minutes West 1309.34 feet to the Northeastern corner of Lot 10 of said Section 6; thence South 3 degrees 16 minutes West 2662.37 feet to the Southeastern corner of Lot 11 of said Section 6; thence North 82 degrees 45 minutes East 803.13 feet to the Northeastern corner of the Northwest quarter of Section 7 above referred to; thence South 3 degrees 17 minutes East 1302.46 feet to the Northwestern corner of the Southwest Quarter of the Northeast Quarter of said Section 7; thence along the Northern, Eastern and Southern line of said Southwest Quarter of the Northeast Quarter, North 84 degrees 31 minutes East 898.28 feet, South 3 degrees 16 minutes East 1291.55 feet and South 83 degrees 49 minutes West 898.14 feet to the point of COMMENCEMENT.

EXCEPTING from Parcels 8, 9, and 10, that portion of said land lying within Napa County.

EXHIBIT "A" (CONT'D)

ADDITION TO
A-P-17:

Veda Han and Neva Spalding

Assessor's Parcel No. 21-740-01

All that real property situate in the County of Yolo, State of California:

That certain portion of Block "K" of Arnold and Cillig's Subdivision of a portion of the Rancho Canada de Capay as shown by the plat of said Subdivision on file in the Recorder's Office of Yolo County, to-wit:

COMMENCING AT A POINT where the West line of said Block "K" intersects the South line of the Main county road and running thence southeasterly along the south line of said road 717 feet; thence in a southwesterly direction and parallel with the West line of said Block "K" a sufficient distance to include 35 acres after deducting a strip of land 50 feet in width on each side of the Woodland, Capay and Clear Lake Railroad track where the same now crosses said premises; thence northwesterly 717 feet to the West line of said Block "K"; thence northeasterly along said West line to the point of beginning, reserving a strip of land 50 feet in width on each side of the said Woodland, Capay and Clear Lake Railroad track where the same crosses said premises.

A strip or tract of land one hundred feet wide, lying equally on each side of the located center line of the Southern Pacific Railroad Company's (formerly the Clear Lake Division of the Northern Railway Company) Railroad where the same is located through the land formerly owned by N. & G. Cadenasso and being more particularly described as follows; to-wit:

COMMENCING for the same at a point on the center line of said Railroad where the same intersects the Southwesterly projection of the dividing line between the lands now or formerly of C. L. Perry and the lands now or formerly of Cecelia C. Fowler at or near Engineer's Station 549 plus 93 and running thence Northwesterly along said center line of said Railroad, embracing a strip of land fifty feet wide on each side of said center line to the Northwesterly boundary of the land formerly of N. & G. Cadenasso at or near Engineer's Station 597 & 13 of said center line, a distance of 720 feet, more or less, containing an area of 2.65 acres of land, more or less.

A-P-61:

A. C. Stevens heirs by:
Alice E. Torrence, Adelaide Claar and Opal Stevens

Assessor's Parcels No. 25-092-50, 25-120-19

All that portion of the Rancho Rio de Jesus Maria of Hardy Grant, in Yolo County, California, shown as "Grover C. Stevens Parcel" on that certain map entitled "Record of Survey of the Grover C. Stevens Property" on file in the office of the County Recorder of Yolo County, California, in Volume 6 of Maps and Surveys at page 34, and described as follows:

Beginning at Corner J. M. H., No. 1, at the SW corner of said Rancho Rio de Jesus Maria; thence North 10° 37' 23"E., along the Westerly line of said Rancho for a distance of 3877.53 feet to a point; thence S. 85° 52' 20"E., for a distancr of 963.75 feet to a point; thence N. 35° 52' 20"E., for a distance of 1885.52 feet to a point; thence N. 10° 37' 23"E., for a distance of 716.76 feet to a point; thence S. 89° 56" 44"E., for a distance of 848.25 feet to a concrete monument at an angle point in the Westerly line of Lot 45 of Clantons Willow Oak Park; thence S. 10° 37' 23"W., along the Westerly line of said Clanton's Willow Oak Park for a distance of 6089.14 feet to a point on the South line of said Rancho Rio de Jesus Maria; thence N. 89° 45'W., along the South line of said Rancho for a distance of 2638.83 feet to the point of beginning.

Lots 39,40,47,48,& 49 Clanton's Subdivision of Willow Oak Park, according to the Map or Plat of said Subdivision on file and of record in the Office of the County Recorder of Yolo County, filed October 23, 1883, in Book 35 of Deeds at page 396, excepting therefrom that portion described as follows:

A-P-61 Cont'd:

Beginning at a point on the Westerly boundary of Lot 47 of Clanton's Subdivision of Willow Oak Park, according to the plat thereof, filed in the Office of The Recorder of Yolo County, California in Book 35 of Deeds, Page 396; said point bearing S. 10° 37' 23" W. 593.26 feet from the Northwest corner of said Lot 47; thence from the said point of beginning and leaving said Westerly line of Lot 47 of Clanton's Subdivision of Willow Oak Park, N. 51° 00' E. 925.62 feet along the Northwesterly edge of an irrigation ditch to a point in the North line of said Lot 47; thence along the North line of said Lot 47, N. 89° 56' 44" W. 809.98 feet to the said Northwest corner of said Lot 47; thence along the Westerly line of Lots 46 and 45 of said Clanton's Subdivision of Willow Oak Park, N. 10° 37' 23" E., 2059.50 feet; thence leaving said Westerly line of Clanton's Subdivision of Willow Oak Park and continuing along the Northerly line of the "Grover C. Stevens Parcel," as delineated on said map filed for record in Book 6 of Maps and Surveys at page 34 of Yolo County Records the following courses and distances through the bed of Cache Creek; N. 89° 56' 44" W. 848.25 feet; S. 10° 37' 23" W. 716.76 feet; S. 35° 52' 20" W. 1885.52 feet; and N. 85° 52' 20" W. 963.75 feet to a point on the Westerly line of said Rancho Rio Jesus Maria; thence along the Westerly line of said Rancho Rio Jesus Maria S. 10° 37' 23" W. 200.00 feet; thence leaving said Rancho Line and following along the line between the Southerly edge of Cache Creek and the Northerly edge of farm lands now under irrigation, the following courses and distances; S. 65° 00' E. 345.00 feet; N. 85° 30' E. 950.00 feet; N. 72° 10' E. 860.00 feet; and S. 49° 30' E. 678.49 feet to the point of beginning containing 72.60 Acres of Land.

A portion of Lots 39, 40, and 49 of Clanton's Subdivision of Willow Oak Park, according to the plat thereof, filed in the Office of the Recorder of Yolo County, California in Book 35 of Deeds, Page 396, described as follows:

Beginning at a point in the south boundary of Lot 49 of Clanton's Subdivision of Willow Oak Park, the Northerly boundary of Section 34, T. 10 N., R. 1 E., M. D. B. & M., said point of beginning bears S. 89° 44' 21" E., 443.46 feet from the northwest corner of said Section 34; thence from said point of beginning continuing along the northerly boundary of Section 34, S. 89° 44' 21" E., 2118.61 feet to the southeast corner of Lot 39, Clanton's Subdivision of Willow Oak Park; thence along the easterly boundary of Lot 39 and Lot 40 of said Clanton's Subdivision N. 00° 53' 40" E., 1475.00 feet; thence leaving the easterly boundary of said Lot 40, and through Lot 40, Lot 39, and Lot 49 of Clanton's Subdivision of Willow Oak Park the following courses and distances: S. 79° 10' W., 776.00 feet; S. 69° 05' W., 800.00 feet; N. 88° 40' W., 500.00 feet; S. 78° 00' W., 191.74 feet; S. 28° 18' 37" W., 348.46 feet; S. 48° 07' 35" E., 261.60 feet; S. 22° 44' 26" E., 32.52 feet; and S. 02° 39' 14" W., 495.62 feet to the point of beginning, containing 61.08 Acres of Land more or less.

ADDITION TO A-P-11:

Dorothy E. Chandon

Assessor's Parcels No. 21-650-04 & 05

Lots 3,4,5,6,7, and 8 of the Subdivision of a part of Jury Ranch as shown on a map thereof filed for record in Map Book 3, page 18, Yolo County Records, and a tract of land beginning at the Southeast corner of Lot 2 of said Subdivision of a part of Jury Ranch and running thence N. 10° 17'E., 1571.12 feet up and along the East line of Lots 1 and 2 of said Subdivision and the projection of said East line to a point N. 10° 17'E., 568.94 feet from the NE corner of said Lot 1; thence N. 79° 45'W., 942.5 feet to the point of intersection with the East line of Lot 11 of said Subdivision and the projection of said line to a point N. 79° 45'W.,168.64 feet from the point of intersection of said line with the East line of said Lot 11; thence N. 10° 17'E., up and along a line parallel to the East line of Lots 11 and 12 of said Subdivision 1290 feet to the point of intersection with the North line of Lot 12 of said Jury Ranch Subdivision; thence Westerly along the North line of said Lot 12,773.91 feet to the NW corner of Lot 12; thence S. 10° 17'W., down and along the line of the lands of J.S. Craig and the lands of Cassie C. Griffin, 2854.38 feet to the SW corner of Lot 9 of said Jury Ranch Subdivision; thence S. 79° 45'E., along the South line of Lots 9 and 2 of said Subdivision, 1885 feet to the point of beginning.

EXHIBIT "A" (CONT'D)

A-P-62:

Elizabeth Huston and Loraine H. Russell A.K.A. Loraine Chalmer

Assessor's Parcel No. 19-590-17

A parcel of land, beginning at the 1/4 Section Corner at center of Section Twenty-four (24), Township Eleven (11) North, Range Two (2) East, M. D. B. & M., and then running thence South Twenty (20) chains; thence East Twenty (20) chains: thence South Twenty (20) chains to the South line of said Section Twenty-four (24); thence East Five (5) chains to the Southwest Corner of land formerly owned by R. B. Green; thence North along the West line of land of said R. B. Green and W. H. Lippincott to the Northwest Corner of the land of said Lippincott: thence in a Northeasterly direction along the Northerly line of the land of said Lippincott to the Sacramento River; thence up and along said River to the line running East and West to the center of Section Twenty-four (24); thence West to place of beginning.

Also a parcel of land being the South Thirty-three acres of the fractional Northeast Quarter (1/4) of Section Twenty-four (24), Township Eleven (11) North, Range Two (2) East, M. D. B. & M., said land being bounded on the South by the South line of said Quarter Section; on the east by the Sacramento River and on the North by the land formerly owned by P. Beck; and on the West by the West boundary of said Quarter Section.

Also a parcel of land beginning at the Southeast Corner of Section 24, Township 11 North, Range 2 East, and running thence along the Section line between Sections 24 and 25, South 89° 50' West 986.7 feet; thence North 0° 4' West 835 feet; thence North 89° 50' East 2060 feet to low water mark on right bank of the Sacramento River; thence Southeasterly along said bank of said River about 900 feet to a point on Section line between Sections 19 and 30 in Township 11 North, Range 3 East, M. D. B. M.; thence along said line between said Sections 19 and 30 South 89° 59' West 1396 feet to the place of beginning, containing 42.9 acres of land as shown by Map "53" Book "I" of Maps and Surveys of Yolo County, California.

Also the Fractional N. E. 1/4 of Section 24, in T. 11 N. R. 2 E.

ADDITION TO A-P-36:

Clifton Faris

Assessor's Parcel No. 19-381-24

The South½ of Section 34, T11N, R1E, M.D.B.& M

ADDITION TO A-P-33:

Wells Fargo Bank, Agent for Ann Irwin Wiley

Assessor's Parcels No. 24-170-46, 24-250-02

The NW¼ of Section 22, T9N, R2E, M.D.B.& M. excepting therefrom that portion conveyed from Wiley to Medlock as recorded May 16, 1968 in Book 881 O.R., 335, and tract 3 as shown on the map of H.P. Merritt Estate Lands filed for record in Maps and Surveys Book 4, page 92, Yolo County Records.

Ruth Alice Giguiere

Assessor's Parcels No. 24-460-16 & 17

That portion of the S½ of Section 16, T9N, R2E, M.D.B.& M.° lying East of the Southern Pacific Railroad Comapny Right-of-way; and the NE¼ of said Section 16.

ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merritt, Deceased
Assessors Parcels No. 24-470-06 & 07

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

All that portion of the West½ of the SW¼ of Section 22, Township 9 North, Range 2 East, M.D.B.& M. which lies West of the center line of Willow Slough.

All that portion of the NW¼ of the NW¼ of Section 27, T9N, R2E, M.D.B. & M. which lies North and West of the center line of Willow Slough.

All that portion of the NE¼ of Section 28, T9N, R2E, M.D.B. &M., which lies East of the Railroad right-of-way of the Southern Pacific Railroad Company, and North of the center line of Willow Slough.

All of Section 21, T9N, R2E, M.D.B. & M., excepting therefrom so much of the hereinafter described land lying in said Section 21, conveyed to the Southern Pacific Railroad Company, a corporation, and more particularly described as follows:

Beginning at the intersection of the South boundary line of Section 28, in T9N, R2E, M.D.B.& M., with the center line of said Southern Pacific Railroad Company's constructed railroad running from Davis

ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merritt, Deceased. (CON'T)

Assessor's Parcels No. 24-470-06 & 07

to Woodland; thence East along said South boundary line of said Section 28 to a point distant at right angles 30 feet from said center line; thence Northerly parallel with said center line and uniformly distant 30 feet Easterly therefrom 1090.4 feet to the North boundary line of Section 21, of T9N, R2E, M.D.B. & M.; thence West along the North boundary line of said Section 21, crossing the said center line to a point distant at right angles 30 feet Westerly from center line; thence Southerly parallel with said center line and uniformly distant 30 feet Westerly therefrom 372 feet, more or less, to a point 30 feet at right angles Westerly from said center line at Engineer's Station 286 & 36; thence at right angles Westerly 100 feet to a point; thence at right angles Southerly and parallel with said center line and uniformly distant 130 feet Westerly therefrom 1300 feet to a point; thence at right angles Easterly 100 feet to a point 30 feet at right angles Westerly from said center line at Engineer's Station 273 & 36; thence at right angles Southerly parallel with said center line and uniformly distant 30 feet Westerly therefrom 9232 feet to the Southerly boundary line of said Section 28, and thence to the point of beginning.

Also excepting from said Section 21 a tract of land conveyed by Jeanette E. Merritt to Southern Pacific Railroad Company, a corporation,

ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merrit, Deceased. (CON'T)

Assessor's Parcels No. 24-470-06 & 07

by deed dated September 8, 1917, and recorded September 21, 1917 in Book 93 of Deeds at page 129 and described as follows:

Beginning at a point which bears S. 48° 04'E. 2467.6 feet from the Section corner common to Sections 16, 17, 20 and 21, T9N, R2E, M.D.B.& M., which point of beginning is also 30 feet Westerly at right angles at Engineer Station 273 & 36, from the center line of the Southern Pacific Railroad Company's Railroad from Davis to Woodland; thence S. 14°E., 736 feet, parallel to and 30 feet distant Westerly, at right angles from the center line of said railroad to a point; thence S.76°W., 6 feet to a point; thence N. 14°W., 736 feet to a point; thence N. 76°E., 6 feet to the point of beginning. Being a portion of the NW¼ of Section 21, T9N, R2E, M.D.B.& M.

Also excepting therefrom so much of the hereinafter described land lying in said Section 21, conveyed to William Wilson and Gladys M. Wilson, his wife, and more particularly described as follows:

Beginning at the NW corner of Section 21, T9N, R2E, M.D.B.& M., as said Section corner appears of record on the Map of Survey of County Road 27-A and 100-A in Maps and Surveys 5 at page 70-A in the office of the Recorder of Yolo County, State of California, and

ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merritt, Deceased
Assessor's Parcels No. 24-470-06 & 07 (CONT'D)

extending thence from said point of beginning S. 0° 54'W., along the center line of the 60 foot wide California State Highway right-of-way, a distance of 2627.6 feet; thence N. 89° 47' 30"E., along the center line of the 50 foot wide County Road No. 27-A, a distance thence N. 87° 22'E 525.2 feet to the beginning of a curve to the left; of 875.3 feet;/thence along a curve to the left, having a radius of 549.65 feet and a central angle of 17° 52', a distance of 171.40 feet; thence N. 69° 30'E., 198.46 feet to the point of beginning of another curve to the left; thence along a curve to the left, having a radius of 169.98 feet and a central angle of 72° 42' a distance of 215.68 feet; thence N. 3° 12'W., on and along the center line of County Road 100-A, a distance of 1.89 feet; thence leaving the center line of said County Road N. 48° 12'W., a distance of 42.00 feet; thence N. 8°32'W., 309.55 feet; thence N. 01° 13'W., 205.00 feet to a point in the center of the aforesaid County Road; thence N. 13° 58' 30"W., along the center line of said County Road, a distance of 1204.40 feet; thence N. 03° 48'W., 605.9 feet to the point of intersection with the center line of County Road Number 27; thence N. 89° 25' 30" W., along the center line of said County Road 27, a distance of 1408.9 feet to the point of beginning.

Also excepting that portion conveyed to the State of California by Deed recorded November 7, 1960 in Book 618 of O.R. at page 560, described as follows:

EXHIBIT "A" (CONT'D)

ADDITION TO A-P-33 (Cont'd):

Wells Fargo Bank, Trustee of the Estate of Louise Merritt, Deceased (CON'T)

Assessor's Parcels No. 24-470-06 & 07

A portion of the W½ of Section 21, T9N, R2E, M.D. & M., excepting therefrom that certain parcel of land described in Deed dated January 15, 1949, recorded in Book 289 at page 496, O.R. of Yolo County.

Said position is all that part thereof lying Westerly from the line described as follows:

Beginning at a point distant S. 3° 23' 24"E. 2604.59 feet from NW corner of said Section 21; said point is also distant 163.19 feet Easterly, measured at right angles from the base line at Engineer's Station "A2" 412& 52.94 of the Department of Public Works' Survey from ½ mile South of Woodland Wye to near Mullen Crossing, Road III-Yol-7-A; (The California State Zone II Coordinates for said point of beginning are X=2,067,145.46 and Y=344,456.33); thence from said point of beginning parallel with said base line S. 0° 49' 24"W., 50.00 feet; thence S. 45° 20' 31"W., 68.72 feet; thence S. 0° 49' 24"W., 2603.08 feet to a point distant 115.00 feet Easterly, measured at right angles from said base line at Engineer's Station "A2" 385 & 50.87.

ADDITION TO A-P-38:

Vernon E. Erikson

Assessor's Parcel No. 24-140-32

The W½ of the W½ of Section 18, T9N, R1E, M.D.B. & M.

ADDITION TO A-P-22:

Loren Le Maitre

Assessor's Parcels No. 24-241-27, 24-470-11

All that real property in the County of Yolo, State of California described as follows:

A portion of Section 20, T9N, R2E, M.D.B.& M.,said portion being more particularly described as follows:

Beginning at an iron monument marking the North¼ corner of said Section 20, and extending thence along the center line of an existing drainage ditch, S. 00° 52' 26"W., a distance of 5282.51 feet to an iron monument set in South line of said Section 20; thence along the South line of said Section 20, S. 89° 29' 31"E., 4.36 feet to an 8 by 8 inch corner fence post marking the South Quarter corner of said Section 20; thence along the South line of said Section, South 89° 22' 37"E., 2545.66 feet to the West line of California State Highway Property; thence along said California State Highway property N. 00° 55' 38"E., 2444.2 feet to the South line of that certain 3.67 acre tract of land depicted on that Record of Survey Map filed in Maps and Surveys, Book 7, page 68, Yolo County Records; thence along the said South line N. 89° 28' 47"W., 711.93 feet; thence N. 00° 54' 00"E., 200.00 feet to the Quarter Section line running East and West line of said State Highway Property; thence along said State Highway Property N. 00° 55'38"E., 543.51 feet; thence continuing along said California State Highway Property the following courses: N. 00°54'31"E., 502.62 feet; thence N. 00° 58' 30"E., 1095.05 feet; thence N. 00°53'46"W., 241.62 feet to the beginning of a curve; thence Northwesterly along a curve to the left, having a radius of 124.01 feet, a central angle of 88° 17' 51", a chord bearing N. 45° 02' 41"W., 172.75 feet, a distance along the curve of 191.11 feet to the end of curve; thence N. 89°11'37"W., 352.57 feet; thence N. 47°44'31"W.,116.93 feet; thence N. 86°27'07"W., 575.78 feet; thence N. 00°33'40"E., 30.00 feet to the North line of said Section 20; thence leaving said State Highway Property and extending along said Section line, N.89°31'30"W., 1406.46 feet to the point of beginning and including 303.96 acres, more or less.

ADDITION TO A-P-22 (Cont'd):

Loren Le Maitre (CON'T)

Assessor's Parcels No. 24-241-27, 24-470-11

Personal Home Property and Buildings records October 20, No. 6184

Beginning at the SE corner of Section 20, T9N, R2E, M.D.B.& M., and running thence N. 89°14'W., along the South line of said Section 20, 1583.3 feet to the center of Willow Slough; thence down and along the center of Willow Slough S. 51°10'E., 521.5 feet; S. 76°43'W., 656.0 feet; S. 58°02'E., 620.5 feet to a lead plug on the Section line between Sections 28 and 29, T9N, R2E, M.D.B.& M.; thence along said Section line N. 0°53'E., 785.2 feet to the place of beginning and containing approximately 14.91 acres of land.

ADDITION TO A-P-13:

Robert J. Rooney and Jewell L. Rooney

Assessor's Parcels No. 25-200-06 & 07

The North 106.38 acres of the NE¼ of Section 34, T10N, R1E, M.D.B.& M.

ADDITION TO A-P-36:

Darrell E. Hayes and Gessie Mae Hayes

Assessor's Parcel No. 21-810-17

The NE¼ of the NW¼ and Lot 3 of Section 13, T10N, R1W, M.D.B.& M., and all that portion of the NE¼ of said Section 13 lying West of the West line of Charles F. Rominger Estate Lands as shown on a map thereof filed for record in Maps and Surveys Book 5, page 15, Yolo County Records.

ADDITION TO A-P-22:

Thomas A. Butler and Janet Butler

Assessor's Parcel No. 24-460-13

All that portion of the NW¼ of Section 17, T9N, R2E, M.D.B.& M., described as beginning at the center of said Section 17 and running thence N. 0° 21'W., along the East line of the West½ of said Section 17, 2262 feet to a point 388 feet South of the NE corner of said NW¼; thence S. 55° 28'W., 1417 feet to the center of a ditch; thence along said ditch as follows: S. 21° 23'E., 103.6 feet; thence S. 38° 10'E., 246 feet; thence, leaving said ditch, South 52 feet; thence West, parallel to the South line of said NW¼ of Section 17, 1364.5 feet; thence S. 2° 32' 06"E., 1130.4 feet to the South line of the NW¼; thence N. 89° 15'E., 2205.5 feet to the point of beginning.

ADDITION TO A-P-41:

Margaret R. Koontz and Lorraine R. Kerr

Assessor's Parcels No. 18-390-33 & 34

The SE¼ of Section 36, T11N, R2W, M.D.B.& M.

Chester C. Roth and Theodore H. Roth

Assessor's Parcel No. 21-780-04

The NE¼ of Section 4, T10N, R2W, M.D.B.& M.

ADDITION TO A-P-19:

William Burger and Madella Burger Assessor's Parcel No. 27-180-08

Tract of land beginning at the NE corner of Section 18, T10N, R2E, M.D.B.& M., and running thence N. 89° 24'E., 1482.8 feet; thence N. 0° 2'W., 2200 feet to the center of Cache Creek; thence up and along said center line of said creek as follows:

N. 89°W., 390 feet; thence N. 55° 45'W., 575 feet; thence N. 69°W., 675 feet; thence N. 34° 15'W., 880 feet; thence, leaving said center line of Cache Creek, West 272.5 feet; thence South 3523.5 feet to the North boundary of said Section 18; thence N. 89° 24'E., 781.8 feet to the point of beginning.

A-P-63:

John D. Bolen, Richard A. Bolen and Donald L. Bolen

Assessor's Parcels No. 19-660-04 & 06

The SE¼ of Section 25 and the NE¼ and the North½ of the SE¼ of Section 36, all in T12N, R1W, M.D.B.& M.

James H. Eaton & Glynda W. Eaton, Edmond L. Eaton & Janine H. Eaton, Jerry P. Eaton & Nancy J. Eaton, and P. Marshall Eaton & Esther H. Eaton

Assessor's Parcels No. 19-650-20,21,22,& 23, 19-660-03,10,& 13

Lots 62 through 79, inclusive; Lots 81 through 105, inclusive; Lots 107 through 112, inclusive; all as shown on the map of Yolo Hardwood Company Subdivision No. 4 filed for record in Map Book 3, page 31, Yolo County Records; the SW¼ of Section 36, T12N, R1W, M.D.B.& M., lying North and East of the State Highway as conveyed by A.F. Scheidecker to State of California in Book 93 of Deeds, page 12, Yolo County Records.

Georgia Eaton; Fred Marshall Eaton; Edmond L. Eaton; James H. Eaton, and Jerry Eaton

Assessor's Parcel No. 19-660-02

All that portion of the NE¼ of Section 35, T12N, R1W, M.D.B.& M., lying North and East of the property conveyed to the Northern Railway Company, a corporation by deed recorded July, 1875, in Book 5 of Deeds at page 322 of Yolo County Records.

A-P-64:

Marshall McCollough

Assessor's Parcels No. 19-070-06 & 19-232-10

The SE¼ of Section 11, the NE¼ of Section 14 and the West½ of the NW¼ of Section 13, all in T12N, R1W, M.D.B.& M.

Elmer J. Goodman and Elizabeth J. Goodman

Assessor's Parcel No. 19-232-12

The East½ of the SW¼ and the West½ of the SE¼ of Section 14, T12N, R1W, M.D.B.& M.

EXHIBIT "A" (CONT'D)

ADDITION TO A-P-37:

J. Dudley Stephens, John Dudley Stephens and Meredith A. Stephens and Robert G. Stephens and Suzane J. Stephens

Assessor's Parcel No. 21-610-04

Portion of the Keithly Tract near Esparto and being a portion of the Rancho Canada de Capay described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's Land and also marking a corner of the Yolo Irrigated Colonies being Brooks Realty Company Subdivision N. 114; running thence S. 80° 25'E., along an old fence, 450.1 feet to a 1½" gas pipe; thence leaving fence line N. 10° 16'E., 1509.8 feet to a 1" gas pipe in a fence line marking the South line of a County Road; thence N. 79° 44'W., along South line of said road 743.6 feet to an iron stake in the center of a County Road; thence S. 10° 57'W., 1519.0 feet along center line of Road to a 1" gas pipe; thence S. 80° 25'E., 311.6 feet along an old fence to the place of beginning.

Excepting therefrom that portion of the tract as shown above as deeded to Western Yolo Labor Camp, a California corporation, by Ambrose Herger by Deed dated July 24, 1944 and recorded July 26, 1944, in Book 201 of O.R. at page 408.

Also a portion of the Keithly Tract near Esparto and being a portion of the Rancho Canada de Capay, described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's land and also marking a corner on the Yolo Irrigated Colonies, being Brooks Realty Co's Subdivision No. 114; and running thence S. 80° 25'E., 450.1 feet along an old fence line to a 1½" gas pipe which is the beginning point for this description; running thence S. 80° 25'E., along an old fence line 757.2 feet to a 1" gas pipe; thence N. 10° 16'E., 1500.7 feet to a 1½" gas pipe in a fence line marking the South line of a County Road;

ADDITION TO A-P-37 (Cont'd):

J. Dudley Stephens, John Dudley Stephens and Meredith A. Stephens and Robert C. Stephens and Suzane J. Stephens (CON'T)
Assessor's Parcel No. 21-610-04 (Cont'd)

thence N. 79° 44'W., 757.2 feet along the South line of said Road to a 1" gas pipe; thence leaving the road S. 10° 16'W., 1509.8 feet to the place of beginning.

Also a portion of the Keithly Tract near Esparto and being a portion of the Rancho Canada de Capay described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's land and also marking a corner on the Yolo Irrigated Colonies being Brooks Realty Company Subdivision NO. 114; and running thence S. 80° 25'E., 1207.3 feet along an old fence line to a 1" gas pipe which is the beginning point for this description; running thence S. 80° 25'E., 761.7 feet along an old fence line to a 1½" gas pipe; thence leaving the fence N. 10° 16'E., 1491.6 feet to a 1½" gas pipe in an old fence line marking the South line of a County Road; thence N. 79° 44'W., 761.7 feet along the South line of said Road to a 1½" gas pipe; thence leaving the road S. 10° 16'W., 1500.7 feet to the place of beginning.

EXHIBIT "A" (CONT'D)

ADDITION TO A-P-37 (Cont'd):

John D. Stephens

Assessor's Parcels No. 21-610-05 & 39

A portion of the Rancho Canada de Capay described as follows:

Beginning at an ancient stone monument marking the NW corner of the property of the Stephens Live Stock and Agricultural Company's Land and also marking a corner on the Yolo Irrigated Colonies being Brooks Realty Company Subdivision No. 114; and running thence S. 80° 25'E., 1969 feet; which is the beginning point for this description; running thence S. 80° 25'E., 797.4 feet; thence N. 7° 57' 30"E., to a ¾ inch gas pipe in the fence line marking the South line of a County Road; thence N. 79° 44'W., 737.5 feet, along said fence line; thence, leaving the road, S. 10° 16'W., 1491.6 feet to the point of beginning; and a 91.28 acre tract of land described as beginning at an old stone monument marking the Northwesterly corner of the J.L. Stephens Ranch, as shown on the map filed for record in Maps and Surveys Book 4, page 83, Yolo County Records, and running thence S. 10° 02'W., along the Easterly side of County Road 86-A, 920.27 feet; thence, leaving said Road, S. 74° 10' 30"E., 3023.95 feet; thence N. 14° 19'E., 965.4 feet; thence N.29° 42'E. 620.7 feet; thence N.38° 03' 30"E. 192.9 feet, thence N. 54° 49'E., 261.2 feet; thence N. 35° 15' 30"E., 263 feet; thence N. 21° 52' 30"E., 600.34 feet to an iron pipe on the South side of California State Highway No. 16; thence N. 79° 46'W., along the South side of said Highway, 751.91 feet; thence, leaving said Highway, S. 31° 49' 30"W., 1592.1 feet; thence N. 80° 25' 30"W., 2451.1 feet to the point of beginning; together with the certain triangular shaped piece of land bounded on the North by the South line of the County Road running from Madison to Esparto; on the West by property conveyed to John L. Stephens, et al, by deed dated April 26, 1944 and January 9, 1946 and recorded in Book 273 O.R., page 85, and Book 273 O.R., page 86, Yolo County Records; and on the East by property conveyed to John L. Stephens by deed dated October 21, 1929 and recorded in Book 8, O.R., page 349, Yolo County Records, excepting therefrom the 5.00 acre and the 5.03 acre parcels as shown on the map filed for record in Maps and Surveys Book 9, page 155, Yolo County Records.

ADDITION TO A-P-37 (Cont'd):

John Dudley Stephens

Assessor's Parcel No. 21-610-06

Tract of land beginning at a point on the South side of California State Highway No. 16, said point being the NE corner of the J.L. Stephens Ranch as shown on the map thereof filed for record in Maps and Surveys Book 4, page 83, Yolo County Records; thence S. 10° 15'W., 2564.98 feet; thence N. 74° 10' 30"W., 2183.21 feet; thence N. 14° 19'E., 584.80 feet; thence N. 29° 42'E., 620.70 feet; thence N. 38° 03' 30"E., 192.90 feet; thence N. 54° 49'E., 261.60 feet; thence N. 35° 15' 30"E., 263.00 feet; thence N. 21° 25' 30"E., 600.34 feet to an iron pipe on the South side of California State Highway No. 16; thence S. 79° 45'E., along the South side of said State Highway, 1423.86 feet to the point of beginning.

John S. Nishi and Mary Y. Nishi

Assessor's Parcel No. 21-610-07

All of that certain parcel of land designated 148.94 Acres, "Gray Ranch", as same appears of record in Maps and Surveys Book 9, Page 102, Yolo County Records, described as follows:

BEGINNING at an old stone monument which marks the most Southerly corner of that certain Survey of a portion of the Rancho Canada de Capay, recorded in Maps and Surveys Book 3 Page 13, Yolo County Records; thence N. 69° 10' 33" E. along the Southerly line of said Survey 1571.21 feet to the East line of the West half of that certain parcel of land designated "Joe and Kate Craig 297.72 Acres"; thence N. 10° 11' 00" E. along said East line 3930.54 feet to the Southerly line of the State Highway; thence N. 79° 48' 52" W. along said Southerly line 1539.54 feet to a 6" x 6" Concrete Post marking the Northeast corner of the parcel of land designated "George D. Stephens 409.87 Acres"; thence S. 10° 14' 03" W. 4450.89 feet to said Southerly line of said Survey of a portion of the Rancho Canada de Capay; thence S. 74° 08' 07" E. along said Southerly line 60.30 feet to the point of beginning, and containing 148.94 Acres of Land.

ADDITION TO A-P-37 (Cont'd):

George D. Stephens

Assessor's Parcels No. 21-610-30 & 33

Lot 1 as shown on that certain Record of Survey filed in Maps and Surveys Book 3, page 11, Yolo County Records, and that tract beginning at the Southeasterly corner of the J.L. Stephens Ranch as shown on a map thereof filed for record in Maps and Surveys Book 4, page 83, Yolo County Records, said point being N. 74° 10' 30"W., 66.3 feet from an old stone monument as shown on said map of the J.L. Stephens Ranch; thence N. 74° 10' 30"W., 2317.68 feet; thence N. 14° 19'E., 1887.10 feet; thence S. 74° 10' 30"E., 2183.21 feet; thence S. 10° 13'W., 1895.42 feet to the point of beginning.

Doris Driver

Assessor's Parcel No. 21-610-32

Tract of land beginning at a point on the Easterly side of County Road 86-A situated S. 10° 02'W., 920.7 feet from an old stone monument marking the Northwesterly corner of the J.L. Stephens Ranch as shown on the map thereof filed for record in Maps and Surveys Book 4, page 83, Yolo County Records, thence, from said point of beginning, S. 10° 02'W., along the Easterly side of said County Road 86-A., 1523.72 feet, to the Southwesterly corner of said Ranch; thence, leaving County Road 86-A, S. 74° 10' 30"E., along the Southerly line of said Ranch, 2910.11 feet to an iron pipe; thence N. 14° 19'E., 1516.5 feet to a point; thence N. 74° 10' 30"W., 3023.93 feet to the point of beginning and containing 103.26 acres, more or less.

ADDITION TO A-P-33:

William P. Wilson and Gladys M. Wilson

Assessor's Parcel No. 24-470-04

All that land situate in the County of Yolo, State of California, described as follows:

That portion of the NW¼ of Section 21, T9N, R2E, described as follows:

Beginning at the Northwest corner of said Section 21, on the center line of State Highway 99-W, a 60 foot road, as said corner appears of record on the Map of Survey of County Roads 27-A and 100-A, filed October 30, 1948, in Book 5 of Maps and Surveys, at page 70-A; thence S. 0° 54'W., along said center line, 2627.6 feet to its intersection with the center line of County Road 27-A, a fifty feet road; thence N. 89° 47' 30"E., along said roadway center line, 875.3 feet; thence continuing along said center line N. 87° 22'E., 37.38 feet; thence N. 2° 38'W., 622.35 feet; thence N. 87° 22'E., 601.70 feet; thence S. 8° 04' 50"E., 636.87 feet to the center of County Road 27-A; thence along the center line of County Road 27-A, N. 69° 30'E., 192.46 feet to a point of curve; thence on a curve to the left with a radius of 169.98 feet and a central angle of 72° 42' a distance of 215.68 feet to a point of tangency; thence N. 3° 12'W., along the center line of County Road 100-A, a fifty foot road, 1.89 feet; thence leaving said center line N. 48° 12'W., 42 feet; thence N. 8° 32'W., 309.55 feet; thence N. 1° 13'W., 205 feet to the center line of said County Road 100-A; thence N. 13° 58' 30"W., along said roadway center line 1204.4 feet; thence continuing along said center line, N. 3° 48'W., 605.9 feet to the center line of County Road No. 27; thence N. 89° 25' 30" W., along said roadway center line, 1408.9 feet to the point of beginning.

Excepting therefrom, however, all that portion thereof conveyed to the State of California by deed recorded December 28, 1964, in Book 784, page 24 of Official Records.

A-P-68:

Mary Grace Mast Richey, Jack D. Mast and Calvin Cowles Mast

Assessor's Parcel No. 21-810-04

All that real property situate in the County of Yolo, State of California, described as follows:

Parcel 1: Commencing on the Easterly line of the County Road leading from Madison at a point distant about 3½ miles, said point being 16½ feet South of the ¼ Section line running East and West through Sections 10 and 11, T10N, R1W; running thence East 180 rods; thence South 72 rods; thence West 180 rods, more or less to the county Road aforesaid; thence North 72 rods to the point of beginning.

Excepting therefrom all that certain parcel of land conveyed to Florence Sankey, et al., by deed recorded in Book 97 of Deeds, at page 480 described as follows:

Beginning at the NE corner of lands conveyed to Delbert Hall by Thomas Hall as recorded in Book 92 of Deeds, at page 11, said point of beginning being 806.0 feet West and 16.5 feet South of the center of Section 11, T10N, R1W, and running thence South 925.5 feet along the East boundary of Delbert Hall's land; thence West parallel to the North boundary of the SW¼ of Section 11, 287 feet; thence North parallel to the East boundary of lands of Delbert Hall, 925.5 feet to a point 16.5 feet South of the North boundary of the SW¼ of Section 11; thence East 287 feet to the point of beginning, containing 6.1 acres of land, and being part of the SW¼ of Section 11, T10N, R1W.

Parcel 2: Beginning at a point where the South line of lands formerly owned by Delbert Hall intersect the East line of the County Road running North from the Town of Madison running thence East 180 rods; thence South 88 rods to Section line; thence West along Section line 180 rods, more or less, to the aforesaid County Road; thence Northerly along the East line of said County Road to the point of beginning. In SE¼ of Section 10 and SW¼ of Section 11, T10N, R1W.

Also excepting from Parcels 1 and 2 above, that portion conveyed to the State of California by deed dated May 4, 1954, recorded July 2, 1954, in Book 427 of O.R., at page 208.

A-P-66:

Wells Fargo Bank, N.A. Trustee under the Will of Jeannette M. Dunbar

Assessor's Parcel No. 24-242-22

Tract 2-A of H.P. Merritt Estate Lands as shown on a map filed for record in Maps and Surveys Book 4, page 92, Yolo County Records.

A-P-67:

Meta B. Heard

Assessor's Parcels No. 19-341-14 & 17
The NW¼ and the SE¼ of Section 20, T11N, R1E, M.D.B.& M.

Edwin G. Tauzer and Mary E. Tauzer

Assessor's Parcel No. 19-341-08
The South½ of the SW¼ of Section 17 and the South½ of the SE¼ of Section 18 all in T11N, R1E, M.D.B.& M.

FILED
FEB 20 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

RESOLUTION NO. 70-37

WHEREAS, this Board of Supervisors and the citizenry it represents are vitally concerned with the safety of our school children on the streets and highways, and

WHEREAS, the County of Yolo wishes to continue to provide adequate protection for school children who are required to cross heavily traveled streets, highways and roadways in the unincorporated territory of Yolo County, and

WHEREAS, the Department of the California Highway Patrol is the responsible traffic law enforcement agency in unincorporated County territory and thereby shares in the responsibility to promote school pedestrian safety, and

WHEREAS, the County for many years has contracted with the California Highway Patrol, as authorized by State law, for a program of nonstudent school crossing guard service which has produced an outstanding record in traffic safety for the school children of this County, and

WHEREAS, the County reimburses the Highway Patrol for the entire cost of this contract service, thus no savings to the State government accruing from any reduction or discontinuance of this service, and

WHEREAS, Section 2815 of the Vehicle Code recognizes only nonstudent school crossing guards authorized by a city police department or the Highway Patrol in requiring obedience to signals or directions, thus making it essential that these personnel be authorized and preferably supervised by the Highway Patrol, and

WHEREAS, the Department of the California Highway Patrol and the County of Yolo, both being concerned with the safety of school children, have demonstrated their ability to successfully cope with this matter of universal concern on the present cooperative basis, and

WHEREAS, the State's announced objectives in thrusting the entire administration of this program onto local government are of questionable merit when weighed against the proved benefits of the current program; and

WHEREAS, this Board of Supervisors has demonstrated its active interest and concern by willingly assuming the total cost of this program through the years;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yolo urgently requests the Department of California Highway Patrol to reconsider and reverse its decision to discontinue contracting with the County to provide school crossing guard service.

BE IT FURTHER RESOLVED that the Executive Officer of the Board be directed to send copies of this resolution to the Governor, the Business and Transportation Agency of the State of California, the County Supervisors Association, the State Senator and Assemblymen from Yolo County, Commissioner Harold W. Sullivan of the California Highway Patrol and the Chairman of the Washington Unified Schhol District of the Parent Teachers Association requesting support for this request.

PASSED, AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the 2nd day of February, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

W. E. Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Kate E. Spicer DEPUTY

APPROVED AS TO FORM:

County Counsel

FEB 10 1970

FILED
FEB 10 1970
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

RESOLUTION NO. 70-18

PROCLAMATION

WHEREAS, diseases of the heart and blood vessels are responsible for more deaths than all other causes combined, causing widespread suffering, and often creating serious economic hardship in our homes and businesses;

AND WHEREAS, your Heart Association carries forward a relentless fight against these diseases through its programs of research, education and community service, as made possible by public contributions to the Heart Fund;

THEREFORE, I proclaim February to be Heart Month within the jurisdiction of my office, and call upon all our citizens to support this important drive with their gifts and voluntary services.

Signed this 2nd day of February, 1970.

W. E. Duncan
WILLIAM E. DUNCAN, Chairman
Yolo County Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
BY Barbara A. Rodgers
Deputy

APPROVED AS TO FORM:
Date: FEB 12 1970
County Counsel of Yolo County

FILED

FEB 10 1970

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 70- 19

(Resolution Ordering a Division of Davis Voting Precinct No. 30)

WHEREAS, the number of voters residing in Davis Precint No. 30 has swelled to 883; and

WHEREAS, 883 voters exceeds the maximum of 600 voters imposed by Elections Code § 1565 for formation of precints wherever ballots are to be counted at a central place; and

WHEREAS, the area covered by Davis Precinct No. 30 is excessive for smooth and efficient operation on election days; and

WHEREAS, it is desirable to divide said Davis Precinct No. 30 into three (3) separate precincts to make the voting process as convenient as possible to encourage maximum voter participation; and

WHEREAS, this date is more than forty (40) days preceding any general or special election in the affected area; and

WHEREAS, it is in the judgment of this Board of Supervisors in the interest of the County of Yolo to do so,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AND FOUND by the Board of Supervisors of the County of Yolo, State of California, as follows:

1. The recitals hereinabove contained are true.

2. That Davis Precinct No. 30 be divided into three (3) seperate precincts to be known as Davis Precinct No. 30, Davis Precinct No. 31, and Davis Precinct No. 32.

3. That the boundaries are defined by reference to the exterior descriptions as follows:

Davis Precinct No. 30 - Attachment "A"

Davis Precinct No. 31 - Attachment "B"

Davis Precinct No. 32 - Attachment "C",

which attachments are incorporated by reference herein.

4. That no precinct so ordered is established so as to embrace more than one supervisorial district, nor so that its boundaries crosses the boundary of any supervisorial district, Congressional district, Assembly district, judicial district, incorporated city, or any ward.

5. That the County Clerk be ordered to rearrange the Affidavits of Registration and place them in the precinct books to which they belong, and to make the necessary changes in the precinct numbers for names on the Affidavits of Registration.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 9th day of February, 1970, by the following vote:

AYES: Edmonds, Bell, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: None.

Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS DEPUTY

(SEAL)

PRECINCT NO. 30

BEGINNING at the intersection of the centerline of County Road 31 with the centerline of Birch Lane as said intersection appears of record on the Record of Survey filed in Book 9 of Maps and Surveys page 74, in the Office of the Recorder, County of Yolo, California, said point also being on the city boundary line of the City of Davis; THENCE
North 83°29'09" East 1,696.21 feet; thence
North 83°26'24" East 1,276.67 feet; thence
South 04°10'23" East 532.98 feet; thence
North 83°26'24" East 50.43 feet; thence
South 06°33'36" East 50.00 feet to a point in a non-tangent curve concave to the Southeast, having a radius of 20.00 feet and a central angle of 86°57'48", the chord of said curve through said point bearing South 39°57'30" West; thence
Southwesterly along the arc of said curve 30.36 feet to a point of reverse curve concave to the West, having a radius of 357.18 feet and a central angle of 15°24'17"; thence
Southerly along the arc of said curve 96.03 feet to a point of reverse curve concave to the East, having a radius of 439.16 feet and a central angle of 16°03'02"; thence
Southerly along the arc of said curve 123.02 feet; thence
South 04°10'09" East 438.66 feet; thence
South 85°49'51" West 782.56 feet; thence
South 04°10'23" East 1,127.71 feet; thence
South 86°05'17" West 1,916.30 feet; thence
South 86°23'17" West 269.10 feet; thence
North 04°17'30" West 2,249.22 feet to the point of beginning.

ATTACHMENT "A"

DESCRIPTION FOR VOTING PRECINCT NO. 31

BEGINNING at the Southeast corner of Davis Manor Unit 5, as same appears of record in Map Book 5, Pages 21 and 22, Yolo County Records; thence South 88°39'07" East 749.62 feet; thence North 05°27'37" West 201.00 feet; thence North 65°39'40" East 1,647.71 feet to the Westerly line of the ARMCO Property; thence South 06°19'53" West along said line 270.48 feet; thence across said ARMCO property North 73°53'23" East 912.74 feet; thence South 01°03'23" West along East line of said property 1,509.80 feet to the Northerly line of the State of California Sacramento-Davis Freeway; thence along said Northerly line of the following courses: North 73°48'10" East 2,433.10 feet, North 16°16'30" West 12.47 feet, North 73°45'10" East 1,746.22 feet, North 73°44'50" East 3,502.92 feet, and North 73°44'30" East 931.00 feet; thence leaving said Northerly line of said Freeway South 38°42'34" East 280.77 feet to the Southerly line of said Freeway, also being the Northerly line of the frontage road running along the Southerly line of said Freeway; thence along said Northerly line of the frontage road the following courses: North 71°03'06" East 171.94 feet, thence North 73°43'30" East 1,095.62 feet; thence leaving said Northerly line of the frontage road along the Easterly line of the California Diversified Co. property South 00°44'20" West 656.63 feet to the center of Section 7, T. 8 N. R. 3 E., M.D.B. & M. as same appears on that certain record of Survey of portions of Sections 7 and 8 filed in maps and Survey Book 8, Page 14 Yolo County Records; thence South 00°07'30" West 400.40 feet; thence South 89°18'30" East 220.06 feet; thence South 00°07'30" West 483.53 feet to a point on the North line of the West Davis Development Company property; thence along said North line South 89°52'30" East 839.81 feet; thence along the East line of said property South 00°48'13" West 850.00 feet to the North line of El Macero Unit 1, as same appears of record in Map Book 5 Pages 89 through 92, inclusive, Yolo County Records; thence North 89°52'30" West along said North line 3,725.25 feet to the West line of Section 7, T. 8 N. R. 3 E., M.D.B. & M.; thence South 00°48'13" West 876.15 feet along said West line of Section 7 to the Southwest corner thereof; thence South 00°51'22" West along the West line of Section 18, T. 8 N. R. 3 E., M.D.B. & M. 935.60 feet to the Southeast corner of that certain parcel of land identified as Parcel B on that certain record of survey filed in Maps and Surveys Book 7, Page 36, Yolo County Records; thence along the South line of said Parcel B, South 85°05'22" West 1157.56 feet; thence South 00°49'10" West 1,604.08 feet; thence North 89°49'41" West 1,147.86 feet; thence North 00°44'19" East 1,699.91 feet; thence along the Southerly line of the C. BRUCE MACE Property as same appears of record on that certain record of Survey filed in Maps and Surveys Book 9, Page 50, Yolo County Records, the following courses: South 71°53'19" West 116.85 feet, South 79°23'19" West 311.10 feet, South 76°58'19" West 245.53 feet, South 74°23'19" West 112.91 feet, South 74°50'19" West 447.33 feet,

ATTACHMENT "B"

South 80°01'19" West 348.87 feet; and North 00°35'31" East 34.79 feet to the Southeast corner of that certain 52.48 acre parcel of land shown on that record of survey filed in Maps and Surveys Book 7, Page 65, Yolo County Records; thence along the Southerly line of said parcel the following courses: South 78°35'31" West 222.47 feet, South 67°24'31" West 171.26 feet, South 63°13'31" West 140.56 feet, South 58°21'31" West 262.00 feet, South 67°10'31 West 120.00 feet; South 56°01'31" West 190.00 feet, and North 82°39'35" West 579.76 feet to the Southwest corner of said 52.48 acre parcel, thence along the East line of Section 14 as same appears on that certain record of Survey of a 335.225 acre parcel filed in Maps and Surveys Book 7, Page 2, Yolo County Records, South 00°44'45" West 1,360.47 feet to the County Line between Yolo County and Solano County; thence down along said county line and centerline of Putah Creek South 71°15'45" West 502.03 feet; thence South 63°25'45" West 1,100.00 feet; thence South 49°32'45" West 226.00 feet; thence South 75°02'45" West 300.00 feet; thence South 68°40'45" West 400.00 feet; thence North 88°42'15" West 400.00 feet; thence North 62°52'15" West 213.00 feet; thence North 45°16'45" West 249.00 feet; thence North 67°19'15" West 300.00 feet; thence leaving said county line and centerline of Putah Creek North 05°44'15" West 951.40 feet to a point on the West line of said 335.225 Acre parcel; thence along said West line South 05°33'05" East 430.00 feet to the Northeast corner of that certain 20.31 Acre parcel as same appears on that certain Record of Survey of the J.A. Harby Ranch filed in Maps & Surveys Book 4, Page 64, Yolo County Records; thence along the North line of said 20.31 acre parcel North 86°40'15" West 956.06 feet to the Northwest corner of said 20.31acre parcel, also being the Northeast corner of that certain 14.24 acre parcel as same appears on that certain record of Survey for Harvey O. and Erma Barthel filed in Maps and Surveys Book 8 Page 113, thence along the North line of said 14.24 acre parcel North 86°26'00" West 747.77 feet to the Northwest' corner of said 14.24 acre parcel; thence North 86°26'00" West 20.03 feet to a point on the West line of Section 14 as same appears on said J. A. Harby Ranch Map, thence along said West line of Section 14 North 00°33'37" East 1,813.47 feet to a point on the Northerly Right of Way of the State of California Sacramento-Davis Freeway, Dist. 111 of County of Yolo, Route 6, Section E; thence along said Northerly right of way line along a curve to the right having a radius of 6,000.00 feet, a central angle of 08°05'40" a distance along the arc of 847.64 feet and subtended by a chord bearing North 55°38'36" East 846.92 feet; thence leaving said Northerly Right of Way, North 30°24'03" West 146.84 feet; thence South 73°46'00" West 494.07 feet; thence North 00°35'23" East 683.83 feet; thence North 89°24'37" West 143.50 feet; thence North 00°35'23" East 982.33 feet; thence South 88°39'07" East 543.50 feet to the point of beginning.

PRECINCT NO. 32

BEGINNING at the Southwest corner of Section 3, T. 8 N., R. 2 E., M.D.B & M.; THENCE North 89°58'10" East 1,729.70 feet along the South line of said Section; thence North 14°15'50" West 30.00 feet; thence North 89°58'10" East 41.38 feet to the West line of the Southern Pacific Railroad Company right-of-way; thence North 14°51'50" West 3,121.19 feet; thence South 75°08'10" West 1,098.89 feet; thence South 62°27'50" West 1,251.76 feet; thence North 27°32'10" West 115.56 feet; thence along a tangent curve to the left an arc distance of 525.94 feet, with a central angle of 62°46'52", and a radius of 480.00 feet; thence South 89°41'05" West 684.46 feet to the center of Section 4, T. 8 N., R. 2 E.; thence South 89°50'10" West 835.77 feet; thence South 00°24'10" East 2,687.44 feet to the South line of said Section 4; thence North 89°35'50" East 3,447.01 feet along said South line to the point of beginning.

ATTACHMENT "C"

FILED

FEB 20 1970

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

RESOLUTION NO. 70-20

(Parking Restrictions - North Center Street, Clarksburg)

WHEREAS, Section 22507 of the Vehicle Code of the State of California authorizes restriction of parking or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day, and;

WHEREAS, Article 1 of Chapter 3 of Title 4, Section 4-3.107 subsection (b) of the Yolo County Code provides for establishment of No Parking areas, and;

WHEREAS, the Director of Public Works has made a recommendation to this Board recommending restricted parking at the location designated herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo that No Parking shall be permitted as provided in subsection (b) of said Section 4-3.107 at the following location and subject to the regulations in Section 21458 of the Vehicle Code of the State of California:

On the West side of North Center Street for a distance of 100 feet North of the intersection of North Center Street and Netherlands Road in Clarksburg.

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the 9th day of February, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.
NOES: None.
ABSENT: Bell.

W. E. Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

By Barbara Rodgers Deputy
(Seal)

APPROVED AS TO FORM:

County Counsel

FILED

FEB 10 1970

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers
Deputy

RESOLUTION NO. 70-21

(Authorizing Stop Signs on Riverbank Road at Todhunter Street)

WHEREAS, Sections 21101, 21351, 21354, and 21355 of the Vehicle Code of the State of California authorizes the designation of any intersection as a stop intersection requiring all vehicles to stop at one or more entrances to said intersection.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED that the intersection of Todhunter Street and Riverbank Road is hereby designated a stop intersection and that all eastbound and westbound traffic on Riverbank Road is hereby required to stop at the entrances to said intersection, and that the Director of Public Works is hereby directed to install stop signs on Riverbank Road facing eastbound and westbound traffic at its intersection with Todhunter Street.

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on the 10th day of February, 1970, by the following vote.

AYES: Edmonds, Espigares, Stephens, Duncan.

NOES: None.

ABSENT: Bell.

W E Duncan

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

By Barbara A. Rodgers Deputy
(Seal)

APPROVED AS TO FORM:

County Counsel

FILED
FEB 20 1970
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

RESOLUTION NO. 70-22

(Resolution Authorizing Execution of Street or Highway Easement)

WHEREAS, it is proposed to widen and approve Crossing A-79.2 at Yolo County Road 105; and

WHEREAS, the Southern Pacific Company by a street or highway easement dated January 9, 1970 proposes to grant to the County of Yolo the right to construct, reconstruct, maintain and use a highway upon and across the real property described therein which constitutes said Crossing, to agree to perform certain work in connection therewith, to agree to furnish and to install in connection therewith two flashing light grade crossing signals equipped with automatic gate arms and appurtenant equipment, and to agree to maintain said signals so long as they remain in place, all in return for the promise of the County of Yolo as set forth in said indenture to pay a share of the cost of maintaining said signals; and

WHEREAS, in the judgment of this Board it appears to be in the best interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo that it hereby approves the terms and conditions of said Street or Highway Easement indenture and that the Chairman and the Clerk of this Board on behalf of the County of Yolo are hereby authorized to execute it in two counterparts.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 9th day of February, 1970, by the following vote:

AYES: Edmonds, Espigares, Stephens, Duncan.
NOES: None.
ABSENT: Bell.

ATTEST:
LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, CLERK
By BARBARA A. RODGERS
DEPUTY

Wm. E. DUNCAN
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

FILED

FEB 19 1970

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS Deputy

RESOLUTION NO. ~~XXX~~ 70-23

Enlarging

(Resolution/~~Establishing~~ an Agricultural Preserve)

WHEREAS, an application has been filed with the Planning Department of the County of Yolo requesting to (~~establish~~ enlarge) Agricultural Preserve No. 30 so as to include the territory described in Exhibit "A" attached hereto which is incorporated by reference herein; and

WHEREAS, said application contains the matter required by law and the procedural rules established by this Board of Supervisors; and

WHEREAS, the Planning Department has filed with this Board of Supervisors its report upon the application as to the conformance with the Yolo County General Plan and as to the satisfaction of the conditions for ~~establishment~~ (enlargement) of an agricultural preserve; and

WHEREAS, the Planning Commission has held a public hearing upon the application after giving notice in the manner required by the procedural rules established by this Board; and

WHEREAS, at the conclusion of the hearing, the Planning Commission by resolution made its recommendation upon the application; and

WHEREAS, the Planning Commission resolution has been filed with the Clerk of this Board and the Clerk of this Board has given notice in the manner required by law and the procedural rules adopted by this Board; and

WHEREAS, at the time and place set forth in the said notice a public hearing was held by this Board of Supervisors; and

WHEREAS, in the judgment of this Board of Supervisors, it is in the interest of the County of Yolo to do so;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo as follows:

1. Each of the foregoing recitals is true and correct.
2. The action taken by this resolution is in conformance with the Yolo County General Plan.
3. The agricultural preserve which includes the territory described in said Exhibit "A" consists of no less than 160 acres.
4. The territory described in said Exhibit "A"
   a. is designated for agricultural use in the Yolo County General Plan,
   b. is not an area programmed for water or sewer by any community,

c. does not include any parcel less than twenty (20) acres in area,

d. is predominantly Class I, II, or III soils, or satisfies the purposes of the agricultural preserve in the following ways:

1) Tends to maintain the agricultural economy, and

2) tends to prevent premature or unnecessary conversion from agriculture, and

3) tends to assist in the preservation of prime lands, and

4) to preserve lands with public value as open space.

5. Agricultural Preserve No. 30 is hereby declared ~~(xxxxxxxxxx)~~ (enlarged) to include the territory described in said Exhibit "A", for the purpose of defining the bounds of those areas within which the County of Yolo is willing to enter into land use contracts pursuant to the Land Conservation Act of 1965.

6. A map of such agricultural preserve is attached/~~xxxxx~~ marked to Resolution No. 69-246 recorded in the Office of the County Recorder of the County of Yolo in Volume 931 of Official Exhibit "B" which is incorporated by reference. Records at Page 429, Yolo County Records.

7. The terms and conditions upon which the County of Yolo is willing to enter into land use contracts are as follows:

FIRST: DECLARATION. This Land Use Contract is made and entered into pursuant to the California Land Conservation Act of 1965 as amended (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Sec. 51200), hereinafter referred to as "the Act", including Article 3 of said Act entitled "Contracts" and is subject to all of the provisions thereof pertaining to contracts. It is the intent of the parties that the restrictions imposed upon the subject property by this Contract shall constitute those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Contract shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other Contract under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Contract such provision shall be deemed added to this Contract upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Contract, and any and all renewals thereof, the subject property shall not be used for any purpose other than agricultural use and the uses determined by COUNTY pursuant to Government Code Sections 51231

or 51238 or by the Land Conservation Act of 1965 as amended to be compatible with the agricultural use of land within this preserve and subject to contract. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors in accordance with the Act and its rules adopted thereunder, and written consent of OWNER, may from time to time during the term of this Contract and renewals thereof add to and/or delete from said permissible uses of the subject property. If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Contract, and if any use is permissible under any such planning or zoning provision but is not determined as set forth above to be compatible with the agricultural use of land within this preserve and subject to contract, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to a contract is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or a person, or whenever there is any such action or acquisition by the Federal government or any person, instrumentality or agency acting under authority or power of the Federal government, such contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and for the purposes of establishing value of such land the contract shall be deemed never to have existed.

When such an action to condemn or acquire less than all of a parcel of land subject to a contract is commenced, the contract shall be deemed null void as to the land actually condemned or acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to the contract.

The contract shall be null and void for all land actually taken or acquired; provided, however, that should any such action be dismissed, or should any interest be conveyed for non-public use, the contract shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL. The initial term of the Contract shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of the contract by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "anniversary date" of the Contract, and on the anniversary date of the Contract a year shall be automatically added to the term unless notice of non-revewal is given as herein provided. If either OWNER or COUNTY desires in any year not to renew the Contract, that party shall serve written notice of non-renewal of the Contract upon the other party in advance of the anniversary date. Unless such written notice is served by OWNER at least ninety (90) days prior to the anniversary date or by COUNTY at least sixty (60) days prior to renewal date, the Contract shall be considered renewed as provided above. At any time prior to the anniversary date either party may in writing withdraw its notice of non-renewal. Upon request by the OWNER, the Board of Supervisors may authorize OWNER to serve notice of non-renewal on a portion of the land under contract.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of the Contract or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate the Contract without penalty when one of the following circumstances is found to exist:

(a) The laws of California cease to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the Revenue and Taxation Code. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of the Contract:

(a) Written notice of the election to terminate the Contract shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said thirty (30) days to set a hearing within an additional thirty (30) days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seventh of the Contract.

SEVENTH: CANCELLATION. The Contract may not be cancelled in whole or part except pursuant to a request by OWNER as provided herein.

(a) The Board of Supervisors of COUNTY may approve the cancellation of the Contract only if it finds that cancellation is not inconsistent with the purposes of the California Land Conservation Act and is in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of the Contract. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land use contract pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Contract. The uneconomic character of an existing use may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(b) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of any contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractural restriction. The Assessor shall multiply such value by the most recent County ratio announced pursuant to Section 401 of the Revenue and

Taxation Code and shall certify the product to the Board of Supervisors as the cancellation valuation for the purpose of determining the cancellation fee.

(c) Prior to giving tentative approval to the cancellation of the contract, the Board of Supervisors shall determine and certify to the County Auditor the amount of the cancellation fee which OWNER must pay to the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50% of the cancellation valuation of the property; provided, however, if after the date the contract was initially entered into, the publicly announced county ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(d) If the Board of Supervisors finds that it is in the public interest to do so, it may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use of the land and its economic return to OWNER for a period of time not to exceed the unexpired term of the Contract had it not been cancelled provided:

1) The cancellation is caused by an involuntary transfer or change in the use which may be made of the land and the land is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to OWNER; and

2) The Board of Supervisors has determined it is in the best interest of the program to conserve agricultural land use that such payment be either deferred or not required.

(e) When the deferred taxes required by this section are collected, the County Treasurer shall distribute the taxes in accordance with the provisions of Government Code Section 51283(d).

(f) Upon tentative approval of the cancellation petition, the Clerk of the Board of Supervisors shall record in the Office of the County Recorder a certificate which shall set forth the name of the owner of such land at the time the Contract was cancelled with the amount of the cancellation fee certified by the Board of

Supervisors as being due pursuant to this section, the contingency of any waiver or deferment of payments, and a legal description of the property. From the date of recording of such certificate the Contract shall be finally cancelled and, to the extend the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County of Yolo. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section shall preclude the Board of Supervisors from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

(g) In no case shall the cancellation of a Contract be final until the notice of cancellation is actually recorded as provided herein. Notwithstanding any provisions of the Revenue and Taxation Code, any payments required by this section shall not create nor impose a lien or change on the land as to which a contract is cancelled except as herein provided.

(h) Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board of Supervisors shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

(i) No tentative approval of cancellation may be given until after the Board of Supervisors has caused notice to be given of and has held a public hearing on the matter. Notice of hearing shall be mailed to each and every owner of property under contract within this agricultural preserve and shall be published pursuant to Section 6061 of the Government Code. The owner of any property located in the County of Yolo may protest such cancellation; however, such protest shall be advisory only and shall not be binding upon

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of the Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of approval of the division, the execution of the Contracts provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under the Contract from an agricultural preserve either by change of boundaries of the preserve or disestablishment of the preserve shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. The Contract shall run with the land described in it and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

8. The uses determined by COUNTY to be agricultural uses and uses compatible with the agricultural use of the land within the preserve and subject to contract are as follows:

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

9. No land is now within one mile of any city in the County of Yolo except as follows: NONE.

10. The Clerk of this Board of Supervisors is directed to file certified copies of this resolution with the County Recorder and State Director of Agriculture. The Clerk is also directed to give written notice of intention to consider a Contract which includes the land within one mile of the exterior boundaries of a city within the county to that city.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 9th day of February, 19 70, by the following vote:

AYES: Edmonds, Espigares, Stephens and Duncan.

NOES: None.

ABSENT: Bell.

Wm. E. DUNCAN

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

EXHIBIT "A"

Mervin L. Dibble, Dorothy E. Dibble & Carolyn C. Dibble -

Parcel No. 21-790-26 - Lot 72 as shown on the Map of Woodland Tract filed for record in the Office of the Recorder of Yolo County in Book 2 of Maps at Page 20.

Parcel No. 21-790-27 - Lot 71 as shown on the Map of Woodland Tract filed for record in the Office of the Recorder of Yolo County in Book 2 of Maps at Page 20.

Irrigated Valleys Land Company -

CODE	PARCEL NO.
63-003	21-790-15-1
63-046	19-410-16-1
63-003	21-790-35-1
63-032	21-790-36-1
63-051	21-790-38-1
63-031	21-790-39-1
63-032	21-790-40-1
63-032	21-790-41-1
63-031	21-790-42-1
63-031	21-790-43-1
63-051	21-790-44-1
63-003	21-790-04-1

All of Lots 1 to 8 inclusive, 12 to 24 inclusive, 48 to 68 inclusive, and 77 to 83 inclusive, and all of Lot 11, except the Southerly 7.69 acres thereof, of Woodland Tract, according to the map thereof, filed in the office of the County Recorder of Yolo County, on January 10, 1910, in Book 2 of Maps, at page 20.

EXCEPTING THEREFROM the following:

(a) All that portion of Lots 13, 58, 59, 83 and ~~84~~, conveyed by Irrigated Valleys Land Co. of California, also known as Irrigated Valleys Land Company, a corporation, to the State of California, by Deed dated May 28, 1954, recorded August 23, 1954, in Book 431 of Official Records, at page 427.

EXHIBIT "A" (CONT'D)

L. H. Barth - Parcel No. 21-630-03

BEGINNING at the Northeast corner of said Parcel, said point being the intersection of the South line of County Road 19 with the Easterly line of said Parcel; thenceSouth 10° 02' 10" West along said Easterly line of Parcel One, 4161.35 feet to the centerline of the 50 feet wide water canal easement; thence North 76° 55' West along said centerline 2439.02 feet to the Easterly line of the Campos property as described in the deed recorded in Book 443, Official Records, Page 513, Yolo County Records; thence North 10° 04' 10" East along said Easterly line 25.00 feet to the Northeast corner of said Campos property, being on the North line of said 50 feet wide water canal easement; thence North 76° 55' West along the Northerly line of said Campos property 947.06 feet to the Westerly line of said parcel 1; thence North 10° 04' 15" East along said Westerly line 1002.90 feet to the Southwest corner of the Northerly 65 acres of that certain 120 acre parcel described in Book 80 of Deeds, page 428, Yolo County Records; thence South 78° 33' East along the Southerly line of said 65 acre parcel 946.01 feet to the Southeast corner of said parcel; thence North 10° 04' 10" East along the Easterly line of said parcel 3000.75 feet to the Southerly line of said County Road 19; thence South 79° 24' East along said Southerly line of said County Road 19, 2433.32 feet to the point of beginning, containing 253.354 acres of land.

Charles Schaupp and Lillian Schaupp

Assessor's Parcels No. 21-790-02 & 05

The NW¼ of Section 5 and Lots 1,2,7, and 8 of Section 4, all in T10N, R1W, M.D.B.& M.